



**KEYS COVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY  
REGULAR BOARD MEETING  
OCTOBER 25, 2023  
5:00 P.M.**

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

[www.keyscovecdd.org](http://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 27<sup>th</sup> Street  
Homestead, Florida 33035  
**REGULAR BOARD MEETING**  
October 25, 2023  
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. May 24, 2023 PH & Regular Board Meeting..... Page 2
- G. New Business
  - 1. Consider Resolution No. 2023-04 – Adopting a 2022-2023 Revised Final Budget.....Page 6
  - 2. Discussion Regarding LAKE 2 South (“Lake 2S”) Shoreline Restoration and Stabilization, Changes to Proposed Cost.....Page 11
  - 3. Ratify and Approve Allstate Southern Fountain and Motor Replacement.....Page 15
- H. Old Business
  - 1. Update on the Status of the Landshore Enterprises, Lake 1 North (“Lake 1N”) Shoreline Erosion Control and Maintenance Project
- I. Administrative Matters
  - 1. Financial Update.....Page 19
  - 2. Consider Approval of the Updated Engineering Agreement.....Page 23
  - 3. Update on the Status of the Statement of Financial Interests Disclosure 2022 Form 1
  - 4. District Counsel Update on the 2023 Florida Legislative Session.....Page 34
  - 5. District Counsel Update on the 2023 Required Ethics Training.....Page 39
- J. Additional Board Member/Staff Comments
- K. Adjourn

MIAMI-DADE

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

KEYS COVE COMMUNITY DEVELOPMENT DISTRICT - FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE

in the XXXX Court, was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

10/13/2023

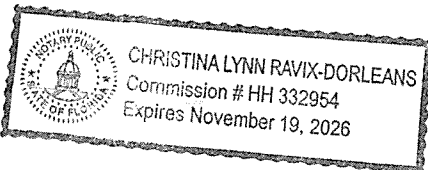
Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

*Guillermo Garcia*

Sworn to and subscribed before me this 13 day of OCTOBER, A.D. 2023

*C. Ravix-Dorleans*

(SEAL)  
GUILLERMO GARCIA personally known to me



**KEYS COVE COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 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 25, 2023
- January 24, 2024
- April 24, 2024
- June 26, 2024
- September 25, 2024

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  
10/13

23-65/0000688518M

**KEYS COVE COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
MAY 24, 2022**

**A. CALL TO ORDER**

The May 24, 2023, 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 27<sup>th</sup> 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 17, 2022, as part of the District’s Fiscal Year 2022/2023 Regular Meeting Schedule, as legally required.

**C. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER RESPONSIBILITIES & DUTIES**

Mrs. Perez, as Notary Public in the State of Florida, administered the Oath of Office to Mr. Bryant and noted that he was provided with the Financial Disclosure Form required for this year (2022 Form-1). Mrs. Perez also provided the newly elected Supervisor with information regarding “Government in the Sunshine Law”, public records and conflicts of interest, along with information on the workings and benefits of a CDD and the responsibilities and duties of Board Members. Key elements were reviewed by District Counsel.

**D. ESTABLISH A QUORUM**

It was determined that the attendance of Chairman Carlos Cabezas, Vice Chairperson Mary Wantuck and Supervisors Jeffrey Louis, Kenneth Bryant 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.

**F. ELECTION OF OFFICERS**

Mrs. Perez stated that it would now be in order to elect the Officers of the District. She noted the roles of Armando Silva, Nancy Nguyen and herself regarding appointment to office and stated that nominations would be in order for Chairperson and Vice-Chair. She indicated that the remaining three Supervisors would be designated as Assistant Secretaries.

A brief discussion ensued after which the following slate of officers was nominated:

- Chairperson – Carlos Cabezas
- Vice Chairperson – Mary Wantuck
- Assistant Secretary – Kenneth Dwayne Bryant
- Assistant Secretary – Jeffrey Louis
- Assistant Secretary – Clarence McNish
- Secretary/Treasurer – Gloria Perez

- Assistant Secretaries - Armando Silva and Nancy Nguyen (District Managers with Special District Services, Inc., in Mrs. Perez’s absence)

A **MOTION** was made by Supervisor Wantuck, seconded by Supervisor Bryant and unanimously passed electing the above Slate of Officers, as nominated.

**G. ADDITIONS OR DELETIONS TO AGENDA**

There were no additions or deletions to the agenda.

**H. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

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

**I. APPROVAL OF MINUTES**

**1. March 22, 2023, Regular Board Meeting**

Mrs. Perez presented the minutes of the March 22, 2023, Regular Board Meeting, asking if there were any corrections or additions.

A **MOTION** was made by Supervisor Louis, seconded by Supervisor Wantuck and passed unanimously approving the March 22, 2023, Regular Board Meeting minutes, as presented.

**J. NEW BUSINESS**

**1. Consider Resolution No. 2023-02 – Adopting a Fiscal Year 2023/2024 Meeting Schedule**

Mrs. Perez presented Resolution No. 2023-02, entitled:

**RESOLUTION NO. 2023-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS COVE COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2023/2024 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 and with the start time of 5:00 p.m. on the following dates:

**October 25, 2023 Amended Budget**  
**January 24, 2024**  
**April 24, 2024 Proposed Budget**  
**June 26, 2024 Final Budget**  
**September 25, 2024**

A **MOTION** was made by Supervisor Wantuck, seconded by Supervisor Bryant and unanimously passed adopting Resolution No. 2023-02, approving the Regular Meeting Schedule for Fiscal Year 2023/2024, holding meetings in the Keys Cove Community Clubhouse located at 1455 SE 27th Street, Homestead, Florida 33035, with the start time of 5:00 p.m., and authorizes the advertisement of same, as required by law.

**J. OLD BUSINESS**

**1. Update on Storm Drainage Cleaning Project**

Mrs. Perez noted that the Storm Drainage Cleaning Project had been completed as of May 9 and Field Ops verified the completion of the work during his inspection conducted on May 10.

**2. Update on Landshore Enterprises, North Lake, Shoreline Erosion Control and Maintenance Project**

Mrs. Perez advised that permit approval from Miami-Dade County was issued and they are currently waiting for the permit approval from the City of Homestead to begin construction. The project start date is contingent upon the finalization of the permitting process; but it is anticipated that the project would start at the beginning or middle of June.

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

**K. 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 May 4, 2023, as legally required.

**2. Receive Public Comment on Fiscal Year 2023/2024 Final Budget**

There was no public comment on the Fiscal Year 2023/2024 Final Budget.

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

**3. Consider Resolution No. 2023-03 – Adopting a Fiscal year 2023/2024 Final Budget**

Mrs. Perez presented Resolution No. 2023-03, entitled:

**RESOLUTION NO. 2023-03**

**A RESOLUTION OF THE KEYS COVE COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2023/2024 BUDGET.**

Mrs. Perez read the title of the resolution into the record and stated that the resolution provides for approving and adopting the Fiscal Year 2023/2024 Final Budget and Non-Ad Valorem Special Assessment Tax Roll (Assessment Levy).

It was noted that the resolution presented in the meeting materials was not correct and therefore would be corrected.

A **MOTION** was made by Supervisor Wantuck, seconded by Supervisor Bryant and unanimously passed adopting Resolution No. 2023-03, as amended, approving the Fiscal Year 2023/2024 Final Budget and

setting the Fiscal Year 2023/2024 Final Budget and Non-Ad Valorem Special Assessment Tax Roll (Assessment Levy).

**L. 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 April 30, 2023, were \$1,036,484.07.

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

**2. 2022 Form 1 – Statement of Financial Interests**

Mrs. Perez advised that Board Members should be receiving in the mail their individual 2022 Form 1 and to complete it and mail, email and/or hand deliver to the Supervisor of Elections' office on or prior to July 1, 2023.

**M. ADDITIONAL BOARD MEMBER/STAFF COMMENTS**

Ms. Wald gave a brief update on the new ethics training requirements, noting that she would provide more information at an upcoming meeting.

**N. ADJOURNMENT**

There being no further business to come before the Board, a **MOTION** was made by Supervisor Wantuck, seconded by Supervisor Bryant adjourning the Regular Board Meeting at 5:15 p.m. The **MOTION** carried unanimously.

**ATTESTED BY:**

\_\_\_\_\_  
**Secretary/Assistant Secretary**

\_\_\_\_\_  
**Chairman/Vice-Chair**

**RESOLUTION NO. 2023-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS COVE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2022/2023 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 2022/2023 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 25<sup>th</sup> day of October, 2023.

**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 2022/2023  
October 1, 2022 - September 30, 2023**

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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 2022/2023**  
**OCTOBER 1, 2022 - SEPTEMBER 30, 2023**

	FISCAL YEAR 2022/2023 BUDGET 10/1/22 - 9/30/23	AMENDED FINAL BUDGET 10/1/22 - 9/30/23	YEAR TO DATE ACTUAL 10/1/22 - 9/29/23
<b>REVENUES</b>			
Administrative Assessments	83,535	88,753	88,753
Maintenance Assessments	530,549	530,552	530,552
Debt Assessments	613,370	613,377	613,377
Other Revenues	0	0	0
Interest Income	360	35,131	35,031
<b>Total Revenues</b>	<b>\$ 1,227,814</b>	<b>\$ 1,267,813</b>	<b>\$ 1,267,713</b>
<b>ADMINISTRATIVE EXPENDITURES</b>			
Supervisor Fees	5,000	2,200	2,200
Payroll Taxes - Employer	400	168	168
Management	33,048	33,048	33,048
Reimbursables (Postage/Office Supplies)	1,050	575	521
Legal	10,500	9,000	7,790
Assessment Roll	7,500	7,500	7,500
Audit Fees	3,700	3,700	3,700
Arbitrage Rebate Fee	650	650	650
Insurance	8,310	7,475	7,475
Legal Advertisements	750	600	274
Miscellaneous	950	1,900	1,832
Dues & Subscriptions	175	175	175
Trustee Fees	4,500	4,246	4,246
Website Management	2,000	2,000	2,000
Continuing Disclosure Fee	350	350	350
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 78,883</b>	<b>\$ 73,587</b>	<b>\$ 71,929</b>
<b>MAINTENANCE EXPENDITURES</b>			
Maintenance Contingency	28,830	2,500	320
Storm Drainage Maintenance	20,520	20,520	2,300
Roadway Resurfacing Project	35,715	35,715	0
Maintenance Reserve	25,000	5,000	0
Fountain Maintenance	10,000	23,000	20,923
Holiday Contribution	2,500	2,500	0
Engineering/Inspections	7,500	7,500	6,825
North Lake Erosion Project	368,651	368,651	70,646
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 498,716</b>	<b>\$ 465,386</b>	<b>\$ 101,014</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 577,599</b>	<b>\$ 538,973</b>	<b>\$ 172,943</b>
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ 650,215</b>	<b>\$ 728,840</b>	<b>\$ 1,094,770</b>
Bond Payments	(576,568)	(587,680)	(587,680)
<b>Balance</b>	<b>\$ 73,647</b>	<b>\$ 141,160</b>	<b>\$ 507,090</b>
County Appraiser & Tax Collector Fee	(24,549)	(11,919)	(11,919)
Discounts For Early Payments	(49,098)	(39,547)	(39,547)
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 89,694</b>	<b>\$ 455,624</b>
Carryover From Prior Year	0	0	0
<b>Net Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 89,694</b>	<b>\$ 455,624</b>

FUND BALANCE AS OF 9/30/22	
FY 2022/2023 ACTIVITY	
FUND BALANCE AS OF 9/30/23	

\$1,230,982
\$89,694
\$1,320,676

**Notes**

Fund Balance Includes Storm Drainage, Roadway Resurfacing And Emergency/Improvements (Erosion Project) Reserves.  
Reserve Funds Balance As Of 9/30/2023 is \$661,510 - Storm Drainage (95,795), Roadways (139,815), Erosion (425,900).  
Unspent Storm Drainage Maintenance, Roadway Resurfacing & Emergency/Improvements (Erosion Project) To Be Added To Reserves.

**AMENDED FINAL BUDGET**  
**KEYS COVE COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND**  
**FISCAL YEAR 2022/2023**  
**OCTOBER 1, 2022 - SEPTEMBER 30, 2023**

	<b>FISCAL YEAR 2022/2023 BUDGET</b>	<b>AMENDED FINAL BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>
<b>REVENUES</b>	<b>10/1/22 - 9/30/23</b>	<b>10/1/22 - 9/30/23</b>	<b>10/1/22 - 9/29/23</b>
Interest Income	25	<b>15,794</b>	15,694
NAV Tax Collection	576,568	<b>587,680</b>	587,680
<b>Total Revenues</b>	<b>\$ 576,593</b>	<b>\$ 603,474</b>	<b>\$ 603,374</b>
<b>EXPENDITURES</b>			
Principal Payments	411,000	<b>411,000</b>	411,000
Interest Payments	153,413	<b>158,756</b>	158,756
Bond Redemption	12,180	<b>0</b>	0
<b>Total Expenditures</b>	<b>\$ 576,593</b>	<b>\$ 569,756</b>	<b>\$ 569,756</b>
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ 33,718</b>	<b>\$ 33,618</b>

FUND BALANCE AS OF 9/30/22	\$355,252
FY 2022/2023 ACTIVITY	\$33,718
FUND BALANCE AS OF 9/30/23	\$388,970

Note\*: Reserve Fund Balance = \$104,174. Revenue Fund Balance = \$284,796.  
Revenue Fund Balance To Be Used To Make 11/1/2023 Interest Payment Of \$74,035.  
\* 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 9/30/23 =	\$5,695,000	



# Landshore Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation  
Environmental Engineering, Erosion Control, Construction Management  
d/b/a Erosion Restoration, LLC*

September 11, 2023

Keys Cove Community Development District  
c/o: Special District Services, Inc.  
Attn: Gloria Perez, District Manager  
2501 A Burns Rd.  
Palm Beach Gardens, FL 33410

**Subject: Change Order No. 1 – Keys Cove Community Development District – LAKE 2 South (“Lake 2S”) Shoreline Restoration and Stabilization**

## **Overview:**

Landshore Enterprises, LLC (“Landshore®”, “we”, “our”) was contracted by Keys Cove Community Development District (“CDD”) for design-build services of the shoreline restoration and stabilization of their two lakes (Lake 1N & Lake 2S) within the CDD.

After the initial design was completed by Landshore® and approved by the CDD, we began the permitting process of Lake 1 North, first, per CDD’s instructions. The plans were submitted to the governmental agencies having jurisdiction.

As part of the Miami-Dade County reviewal of the project, the County’s Division of Environmental Resource Management (DERM) requested to raise the existing top of banks to minimum Miami-Dade County Flood Criteria elevation of 8.52 NVGD. However, during this process it was determined by Landshore® and the CDD’s Engineer, Mr. Juan R. Alvarez, that raising the top of the bank to that elevation will impact the finished floor elevations of the adjacent residences. Therefore, it was suggested to restore the top of the bank to 7.0 NVGD, which was the originally permitted elevation. This suggestion was submitted to the County and approved by the County’s reviewer. Since the additional work to raise the top of bank was outside of the originally proposed and accepted scope of work, a change order was prepared for Lake 1N. The change order was approved by the CDD.

## **Proposed Change Order No. 1 – Lake 2S:**

**This change order refers to what is known as Lake 2S.**

On March 22, 2023, Landshore® provided a revised proposal for the restoration and stabilization of the shorelines of Lake 2S, based on the initial design of Lake 2S, dated 9/17/2021, and a typical section designed for Lake 1N, that included raising the top of the bank to 7.0 NVGD elevation.

Proposal number 3931: \$261,080.50

This proposal was approved by the CDD’s Board on their meeting held on March 23, 2023.



# Landshore Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation  
Environmental Engineering, Erosion Control, Construction Management  
d/b/a Erosion Restoration, LLC*

On June 21, 2023, we completed the revised set of plans that included restoring the top of the bank to 7.0 NVGD. On June 22, 2023, we received approval via email from Mr. Alvarez on the new design set of plans.

## **Project justification:**

To achieve the requirements set forth by Miami-Dade County, the amount of excavation increased based on the swale placement. The location of the swale and berm pushed the 4:1 slope into the water. As a result, and after thorough consideration, we determined that an additional underwater supporting tube is needed at some of the more severe areas around the lake. To account for the offset and to achieve the required slope, additional fill material is needed. The additional work to the scope of work has resulted in a change order.

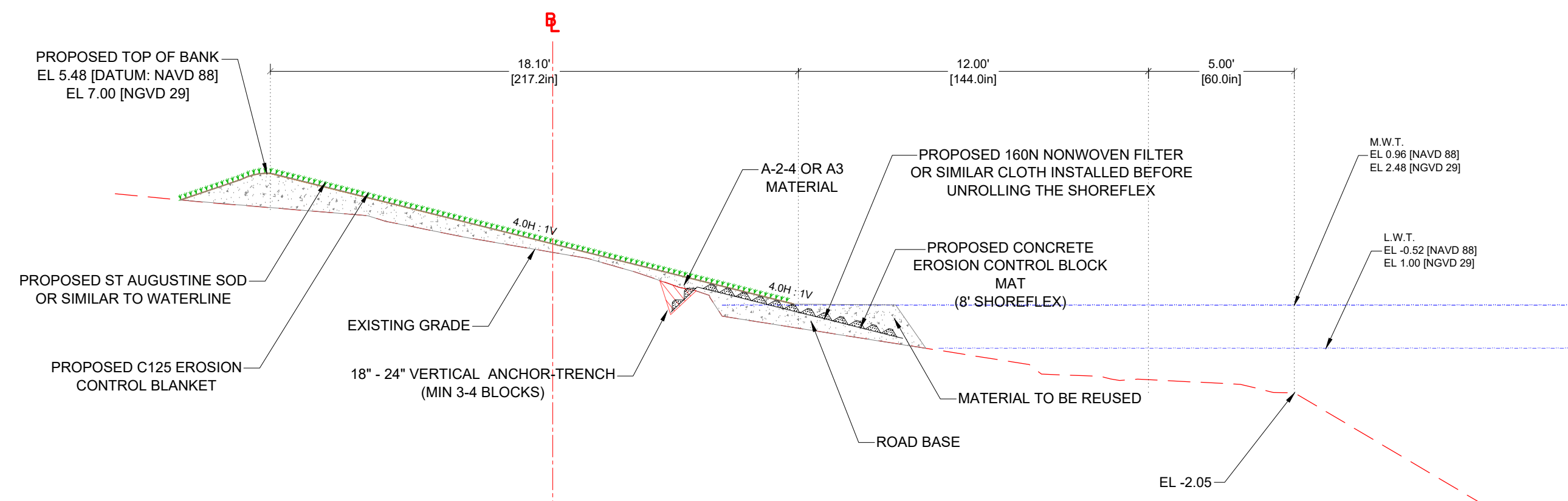
Original Contract:	\$261,080.50
Change Order No.1	89,058.50
<b>New Contract amount:</b>	<b>\$350,139.00</b>

Please refer to Exhibit A: Revised Typical Section for Shoreflex® including the designed berm and EFT® including the designed swale.

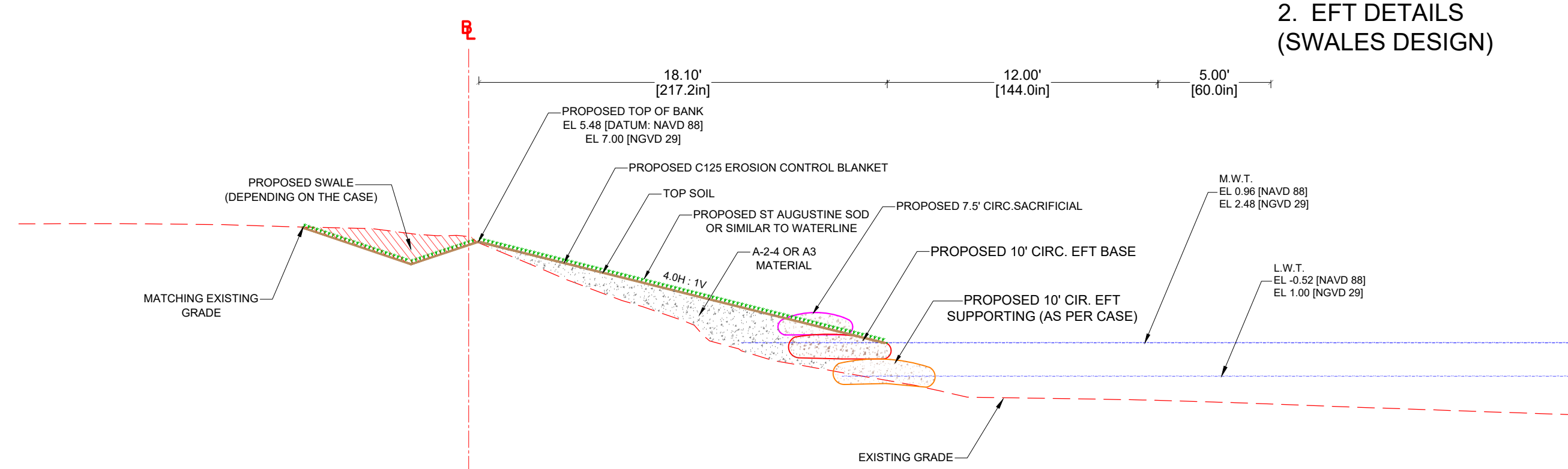
Please let me know if you have any questions.

Sincerely,  
Miguel Reto  
Project Engineer  
Landshore Enterprises, LLC

# 1. SHOREFLEX DETAILS (BERM DESIGN)



# 2. EFT DETAILS (SWALES DESIGN)



SCALE: N.T.S

REVISIONS		
DATE	BY	DESCRIPTION

Erosion and Sedimentation Control Plan for  
Lake 2 S Keys Cove  
Community Development District



**Landshore Enterprises, LLC**  
Environmental Engineering, Erosion  
Control & Construction Management  
d/b/a Erosion Restoration, LLC  
"Your Shoreline Protection Specialists"

118 Shamrock Blvd.,  
Venice, FL 34293  
Office: 941-303-5238  
Fax: 941-218-6113  
E-mail: info@landshore.com

Pieter M. Lombard, Professional Engineer, State of Florida, License No. 66596  
This item has been digitally signed and sealed by Pieter M. Lombard, PE, on  
6/23/2023.  
Printer copies of this document are not considered signed and sealed and the  
signature must be verified on any electronic copies.

**SHOREFLEX & ECO-FILTER  
TUBE DETAILS**

© Erosion Restoration, LLC.

PROJECT NO. 2021-036S	SHEET Z-405	SHEET/OF 14/ 22
DRAWN BY: NV	DATE: 09/17/2021	SCALE: N.T.S.



# Landshore Enterprises, LLC

## Change Order No. 1 – Keys Cove Community Development District – LAKE 2 South (“Lake 2S”) Shoreline Restoration and Stabilization

Revised Proposal	Date	
#3931	3/22/2023	
	Unit	Quantity
Mobilization/General Prep.	EA	1
MOT	EA	1
Clearing and Grubbing	EA	1
Stormwater pollution prevention	EA	1
Earthwork:		
Regular excavation	CY	226
Embankment	CY	196
Grading and shaping	SY	846
Installation of Shoreflex:		
Concrete block mat	SF	4,280
Non-Woven Geotextile	SY	476
TRM - C125 Coconut Mat	SY	896
Installation of EFT®:		
7.5' Cir. Sacrificial Tube	LF	945
10' Circ. Base Tube	LF	945
10' Circ. Supporting Tube	LF	0
Berm	EA	1
Sod (St. Augustine)	SY	1,560
Demobilization	EA	1

**Total \$ 261,080.50**

*At the time of this proposal the design had not been completed; the community asked for an updated proposal for their board meeting.  
The proposal was done using an average based on Lake 1N.*

Revised Proposal	Revised Date	
#3931	8/9/2023	
	Unit	Quantity
Mobilization/General Prep.	EA	1
MOT	EA	1
Clearing and Grubbing	EA	1
Stormwater pollution prevention	EA	1
Earthwork:		
Regular excavation	CY	306
Embankment	CY	1,896
Grading and shaping	SY	846
Installation of Shoreflex:		
Concrete block mat	SF	4,280
Non-Woven Geotextile	SY	571
TRM - C125 Coconut Mat	SY	4,233
Installation of EFT®:		
7.5' Cir. Sacrificial Tube	LF	0
10' Circ. Base Tube	LF	970
10' Circ. Supporting Tube	LF	646
Berm	EA	0
Sod (St. Augustine)	SY	4,233
Demobilization	EA	1

**Total \$ 350,139.00**

*At the time of this proposal the plans were completed and approved.  
NOTE: The updated set of plans include 975 LF of Sacrificial Tube.  
We will do a job site adjustment where there will not be a sacrificial tube but the volume of material is accounted for in the embankment.  
This is to save the community the cost of the tube material.*

Change Order	Date	
#1	9/11/2023	
	Unit	Quantity
Mobilization/General Prep.	EA	0
MOT	EA	0
Clearing and Grubbing	EA	0
Stormwater pollution prevention	EA	0
Earthwork:		
Regular excavation	CY	80
Embankment	CY	1,700
Grading and shaping	SY	0
Installation of Shoreflex:		
Concrete block mat	SF	0
Non-Woven Geotextile	SY	95
TRM - C125 Coconut Mat	SY	3,337
Installation of EFT®:		
7.5' Cir. Sacrificial Tube	LF	-945
10' Circ. Base Tube	LF	25
10' Circ. Supporting Tube	LF	646
Berm	EA	-1
Sod (St. Augustine)	SY	2,673
Demobilization	EA	0

**Total \$ 89,058.50**

*A supporting tube was added to meet the slope requirement for the shoreline, due to the Miami-Dade flooding criteria.*





**ESTIMATE**

Keys Cove CDD  
 c/o Special District Services, Inc.  
 2501A Burns Road  
 Palm Beach Gardens, Florida 33410

**DATE:**            **TERMS:**    **DELIVERY:**  
 07/11/2023    50% Deposit    4 - 6 weeks from date of acceptance  
                   Balance Due on Completion

**South Fountain – Option 1**

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	Titan Fountain Pump and Motor Assembly <ul style="list-style-type: none"> <li>• 10-Horsepower, 230-volt, 1-Phase</li> <li>• Warranty: 3-year Parts, 1-Year Labor</li> </ul>	\$10,295.00
1	10-HP Motor Control Box	\$1,845.00
	Delivery, Installation and Materials	\$1,800.00
Estimated Total:		\$13,940.00

**Note:** The condition of the cables and other submersed components is unknown and will be evaluated when the unit is dismantled. Any necessary additional repairs will be quoted separately.

*THIS OFFER IS GOOD FOR THIRTY (30) DAYS FROM DATE OF QUOTATION.*

ALLSTATE RESOURCE MANAGEMENT, INC.

**CUSTOMER ACCEPTANCE** - The above prices, specifications and conditions are satisfactory and are hereby accepted and the signer acknowledges that they are authorized to execute this document.

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

By: Ronald Galvis - Field Ops. Manager

7-14-2023

Dated: \_\_\_\_\_

- **OPTION 1** - Approved by Chairperson Mr. Cabezas on 7-14-2023

*Ronald Galvis*

Ronald Galvis - Field Operations Manager for Keys Cove CDD



**ESTIMATE**

Keys Cove CDD  
 c/o Special District Services, Inc.  
 2501A Burns Road  
 Palm Beach Gardens, Florida 33410

**DATE:**            **TERMS:**                            **DELIVERY:**  
 07/11/2023    50% Deposit                                    4 - 6 weeks from date of acceptance  
                     Balance Due on Completion

**South Fountain – Option 2**

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	Titan Fountain Motor Assembly Only <ul style="list-style-type: none"> <li>• 10-Horsepower, 230-volt, 1-Phase</li> <li>• Warranty: One-year Parts &amp; Labor</li> </ul>	\$3,845.00
1	10-HP Motor Control Box	\$1,845.00
	Delivery, Installation and Materials	\$1,400.00
Estimated Total:		\$7,090.00

**Note:** The condition of the pump end, cables and other submersed components is unknown and will be evaluated when the unit is dismantled. Any necessary additional repairs will be quoted separately.

*THIS OFFER IS GOOD FOR THIRTY (30) DAYS FROM DATE OF QUOTATION.*

ALLSTATE RESOURCE MANAGEMENT, INC.

**CUSTOMER ACCEPTANCE** - The above prices, specifications and conditions are satisfactory and are hereby accepted and the signer acknowledges that they are authorized to execute this document.

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

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

Dated: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/15/2022

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

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

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309		<b>CONTACT NAME:</b> Jaclyn Stamper <b>PHONE (A/C, No, Ext):</b> (954) 776-2222 <b>FAX (A/C, No):</b> (954) 776-4446 <b>E-MAIL ADDRESS:</b> Jaclyn.Stamper@bbrown.com	
<b>INSURED</b> Allstate Resource Management, Inc., Allstate Fish and Wildlife Mgmt, 6900 SW 21st Court Building #9 Davie FL 33317		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Tokio Marine Specialty Ins Co NAIC # 23850 <b>INSURER B:</b> Infinity Assurance Insurance Company 39497 <b>INSURER C:</b> National Union Fire Insurance Company of Pittsburgh, Pa. 19445 <b>INSURER D:</b> StarStone National Insurance Company 25496 <b>INSURER E:</b> <b>INSURER F:</b>	


**COVERAGES** CERTIFICATE NUMBER: 22-23 Master Cert REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			EG00025205	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			509-820081716-001	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			EBU011133885	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> RETENTION \$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			T102011142	12/31/2022	12/31/2023	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1000000
							E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Keys Cove Community Development District Walnut Creek Community Development District, C/O Special District Services, Inc. are included as additional insureds with regards to General Liability when required by written contract, subject to policy terms, conditions and exclusions. Waiver of subrogation applies in favor of the additional insureds with respect to General Liability and Workers Compensation.

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
Keys Cove Community Development District C/O Special District Services, 2501A Burns Road Palm Beach Gardens FL 33410		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

Keys Cove  
Community Development District

**Financial Report For  
September 2023**

**Keys Cove Community Development District**  
**Budget vs. Actual**  
**October 2022 through September 2023**

	<b>Oct 22 - Sept 23</b>	<b>22/23 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Income</b>				
363.100 · Admin Assessment Income	88,752.61	83,535.00	5,217.61	106.25%
363.101 · Maint Assessment Income	530,552.20	530,549.00	3.20	100.0%
363.810 · Debt Assessment	613,377.30	613,370.00	7.30	100.0%
363.820 · Debt Assessment-Paid To Trustee	-587,680.10	-576,568.00	-11,112.10	101.93%
363.830 · Assessment Fees	-11,919.18	-24,549.00	12,629.82	48.55%
363.831 · Assessment Discounts	-39,546.74	-49,098.00	9,551.26	80.55%
369.401 · Interest Income	35,030.78	360.00	34,670.78	9,730.77%
<b>Total Income</b>	<b>628,566.87</b>	<b>577,599.00</b>	<b>50,967.87</b>	<b>108.82%</b>
<b>Expense</b>				
511.122 · Payroll Expense	168.30	400.00	-231.70	42.08%
511.131 · Supervisor Fees	2,200.00	5,000.00	-2,800.00	44.0%
511.301 · Maintenance/Contingency	320.00	28,830.00	-28,510.00	1.11%
511.302 · Storm Drainage Maintenance	2,300.00	20,520.00	-18,220.00	11.21%
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	20,922.50	10,000.00	10,922.50	209.23%
511.308 · Holiday Lighting	0.00	2,500.00	-2,500.00	0.0%
511.310 · Engineering	6,825.00	7,500.00	-675.00	91.0%
511.311 · Management Fees	33,048.00	33,048.00	0.00	100.0%
511.315 · Legal Fees	7,790.00	10,500.00	-2,710.00	74.19%
511.318 · Assessment/Tax Roll	7,500.00	7,500.00	0.00	100.0%
511.320 · Audit Fees	3,700.00	3,700.00	0.00	100.0%
511.330 · Arbitrage Rebate Fee	650.00	650.00	0.00	100.0%
511.450 · Insurance	7,475.00	8,310.00	-835.00	89.95%
511.480 · Legal Advertisements	273.98	750.00	-476.02	36.53%
511.512 · Miscellaneous	1,832.24	950.00	882.24	192.87%
511.513 · Reim-Postage and Delivery	521.07	1,050.00	-528.93	49.63%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.733 · Trustee Fees	4,246.25	4,500.00	-253.75	94.36%
511.734 · Continuing Disclosure Fee	350.00	350.00	0.00	100.0%
511.737 · North & South Lake Erosion Proj	70,646.03	368,651.00	-298,004.97	19.16%
511.750 · Website Management	1,999.92	2,000.00	-0.08	100.0%
<b>Total Expense</b>	<b>172,943.29</b>	<b>577,599.00</b>	<b>-404,655.71</b>	<b>29.94%</b>
<b>Net Income</b>	<b>455,623.58</b>	<b>0.00</b>	<b>455,623.58</b>	<b>100.0%</b>

**KEYS COVE COMMUNITY DEVELOPMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
SEPTEMBER 2023**

	Annual Budget 10/1/22 - 9/30/23	Actual Sep-23	Year To Date Actual 10/1/22 - 9/30/23
<b>REVENUES</b>			
ADMINISTRATIVE ASSESSMENTS	83,535	0	88,753
MAINTENANCE ASSESSMENTS	530,549	0	530,552
DEBT ASSESSMENTS	613,370	0	613,377
OTHER REVENUES	0	0	0
INTEREST INCOME	360	0	35,031
<b>Total Revenues</b>	<b>\$ 1,227,814</b>	<b>\$ -</b>	<b>\$ 1,267,713</b>
<b>EXPENDITURES</b>			
<b>MAINTENANCE EXPENDITURES</b>			
MAINTENANCE CONTINGENCY	28,830	0	320
STORM DRAINAGE MAINTENANCE	20,520	0	2,300
ROADWAY RESURFACING PROJECT	35,715	0	0
MAINTENANCE RESERVE	25,000	0	0
FOUNTAIN MAINTENANCE	10,000	6,070	20,923
HOLIDAY CONTRIBUTION	2,500	0	0
ENGINEERING/INSPECTIONS	7,500	0	6,825
NORTH & SOUTH LAKE EROSION PROJECT	368,651	0	70,646
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 498,716</b>	<b>\$ 6,070</b>	<b>\$ 101,014</b>
<b>ADMINISTRATIVE EXPENDITURES</b>			
SUPERVISOR FEES	5,000	0	2,200
EMPLOYER TAXES	400	2,754	168
MANAGEMENT	33,048	0	33,048
REIMBURSABLES (POSTAGE/OFFICE SUPPLIES)	1,050	19	521
LEGAL	10,500	0	7,790
ASSESSMENT ROLL	7,500	7,500	7,500
AUDIT FEES	3,700	0	3,700
ARBITRAGE REBATE FEE	650	0	650
INSURANCE	8,310	0	7,475
LEGAL ADVERTISING	750	0	274
MISCELLANEOUS	950	20	1,832
DUES & SUBSCRIPTIONS	175	0	175
TRUSTEE FEES	4,500	0	4,246
WEBSITE MANAGEMENT	2,000	167	2,000
CONTINUING DISCLOSURE FEE	350	350	350
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 78,883</b>	<b>\$ 10,810</b>	<b>\$ 71,929</b>
<b>Total Expenditures</b>	<b>\$ 577,599</b>	<b>\$ 16,880</b>	<b>\$ 172,943</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 650,215</b>	<b>\$ (16,880)</b>	<b>\$ 1,094,770</b>
BOND PAYMENTS	(576,568)	0	(587,680)
<b>BALANCE</b>	<b>\$ 73,647</b>	<b>\$ (16,880)</b>	<b>\$ 507,090</b>
COUNTY APPRAISER & TAX COLLECTOR FEE	(24,549)	0	(11,919)
DISCOUNTS FOR EARLY PAYMENTS	(49,098)	0	(39,547)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (16,880)</b>	<b>\$ 455,624</b>
CARRYOVER FROM PRIOR YEAR	0	0	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (16,880)</b>	<b>\$ 455,624</b>

**Note: Reserves To Be Adjusted On 10/1/23**

Bank Balance As Of 9/30/23	\$ 1,705,096.34
Accounts Payable As Of 9/30/23	\$ 18,491.02
Accounts Receivable As Of 9/30/23	\$ -
Reserve For Storm Drainage Maintenance As Of 9/30/23	\$ 95,795.00
Reserve For Roadway Resurfacing Project As Of 9/30/23	\$ 139,815.00
Reserve For Emergency/Improvements (Erosion Project) As Of 9/30/23	\$ 425,900.00
Available Funds As Of 9/30/23	\$ 1,025,095.32

## KEYS COVE CDD TAX COLLECTIONS 2022-2023

#	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
									\$ 1,227,454	\$ 83,535	\$ 530,549	\$ 613,370	\$ 83,535	\$ 530,549	\$ 613,370	
									\$ 1,154,167	\$ 78,883	\$ 498,716	\$ 576,568	\$ 78,883	\$ 498,716	\$ 576,568	\$ 576,568
1	1	Miami-Dade Tax Collector	01/03/23	NAV Taxes	\$ 160,327.28		\$ (1,538.41)	\$ (6,485.88)	\$ 152,302.99	\$ 10,918.28	\$ 69,293.45	\$ 80,115.55	\$ 10,371.74	\$ 65,825.35	\$ 76,105.90	\$ 76,105.90
2	2	Miami-Dade Tax Collector	01/03/23	NAV Taxes	\$ 128,544.48		\$ (1,234.03)	\$ (5,141.82)	\$ 122,168.63	\$ 8,748.54	\$ 55,561.44	\$ 64,234.50	\$ 8,314.53	\$ 52,805.60	\$ 61,048.50	\$ 61,048.50
3	3	Miami-Dade Tax Collector	01/03/23	NAV Taxes	\$ 589,792.32		\$ (5,661.91)	\$ (23,591.98)	\$ 560,538.43	\$ 40,140.36	\$ 254,928.96	\$ 294,723.00	\$ 38,148.43	\$ 242,285.20	\$ 280,104.80	\$ 280,104.80
4	4	Miami-Dade Tax Collector	01/03/23	NAV Taxes	\$ 36,546.96		\$ (352.48)	\$ (1,298.09)	\$ 34,896.39	\$ 2,487.33	\$ 15,796.88	\$ 18,262.75	\$ 2,374.89	\$ 15,083.50	\$ 17,438.00	\$ 17,438.00
5	5	Miami-Dade Tax Collector	02/06/23	NAV Taxes	\$ 44,193.73		\$ (429.04)	\$ (1,289.94)	\$ 42,474.75	\$ 3,009.53	\$ 19,100.55	\$ 22,083.65	\$ 2,892.35	\$ 18,357.65	\$ 21,224.75	\$ 21,224.75
6	6	Miami-Dade Tax Collector	02/21/23	NAV Taxes	\$ 54,190.32		\$ (530.18)	\$ (1,172.01)	\$ 52,488.13	\$ 3,688.11	\$ 23,422.96	\$ 27,079.25	\$ 3,572.13	\$ 22,687.30	\$ 26,228.70	\$ 26,228.70
7	Int - 1	Miami-Dade Tax Collector	03/01/23	Interest		\$ 613.50			\$ 613.50	\$ 613.50			\$ 613.50			\$ -
8	7	Miami-Dade Tax Collector	03/20/23	NAV Taxes	\$ 49,149.36		\$ (485.95)	\$ (554.42)	\$ 48,108.99	\$ 3,345.03	\$ 21,244.08	\$ 24,560.25	\$ 3,274.14	\$ 20,794.45	\$ 24,040.40	\$ 24,040.40
9	8	Miami-Dade Tax Collector	05/15/23	NAV Taxes	\$ 67,469.51		\$ (674.57)	\$ (12.60)	\$ 66,782.34	\$ 4,594.61	\$ 29,160.35	\$ 33,714.55	\$ 4,547.79	\$ 28,863.35	\$ 33,371.20	\$ 33,371.20
10	9	Miami-Dade Tax Collector	06/05/23	NAV Taxes/Interest	\$ 11,342.16	\$ 302.48	\$ (116.46)		\$ 11,528.18	\$ 1,074.41	\$ 4,902.48	\$ 5,667.75	\$ 1,063.63	\$ 4,853.45	\$ 5,611.10	\$ 5,611.10
11	Int - 2	Miami-Dade Tax Collector	07/03/23	Interest		\$ 346.93			\$ 346.93	\$ 346.93			\$ 346.93			\$ -
12	10	Miami-Dade Tax Collector	07/14/23	NAV Taxes/Interest (TC)	\$ 74,737.35	\$ 3,363.13	\$ (781.00)		\$ 77,319.48	\$ 8,452.73	\$ 32,301.50	\$ 37,346.25	\$ 8,368.18	\$ 31,978.50	\$ 36,972.80	\$ 36,972.80
13	11	Miami-Dade Tax Collector	08/01/23	NAV Taxes/Interest	\$ 11,180.29	\$ 335.42	\$ (115.15)		\$ 11,400.56	\$ 1,086.36	\$ 4,839.55	\$ 5,589.80	\$ 1,075.41	\$ 4,791.20	\$ 5,533.95	\$ 5,533.95
14	Int - 3	Miami-Dade Tax Collector	08/18/23	Interest		\$ 246.89			\$ 246.89	\$ 246.89			\$ 246.89			\$ -
15									\$ -							\$ -
16									\$ -							\$ -
					<b>\$ 1,227,473.76</b>	<b>\$ 5,208.35</b>	<b>\$ (11,919.18)</b>	<b>\$ (39,546.74)</b>	<b>\$ 1,181,216.19</b>	<b>\$ 88,752.61</b>	<b>\$ 530,552.20</b>	<b>\$ 613,377.30</b>	<b>\$ 85,210.54</b>	<b>\$ 508,325.55</b>	<b>\$ 587,680.10</b>	<b>\$ 587,680.10</b>

Roll: 613,376.50

Total Assessment Roll = 1,227,473.76

Debt Assessments  
On Roll = 613,376.50

Note: \$1,227,454, \$83,535, \$530,549 and \$613,370 are 2022/2023 Budgeted assessments before discounts and fees.

Note: \$1,154,167, \$78,883, \$498,716 and \$576,568 are 2022/2023 Budgeted assessments after discounts and fees.

\$ 1,227,473.76	
\$ 5,208.35	\$ 1,181,216.19
\$ (88,752.61)	\$ (85,210.54)
\$ (530,552.20)	\$ (508,325.55)
\$ (613,377.30)	\$ (587,680.10)
\$ -	\$ -



## Engineering Agreement

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Keys Cove Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and Alvarez Engineers, Inc., a Florida corporation and shall remain in effect until terminated under the terms contained herein.

WHEREAS, the Keys Cove Community Development District ("District"), a special purpose unit of local government established and existing pursuant to Chapter 190, Florida Statutes, solicited for proposals from companies interested in serving as District Engineer to the District in accordance with sections 190.033 and 287.055, Florida Statutes; and

WHEREAS, Alvarez Engineers, Inc., ("Engineer"), a Florida corporation, submitted a proposal to serve as District Engineer and provide engineering services to the District; and

WHEREAS, the District intends to employ Alvarez Engineers, Inc. as District Engineer to perform engineering, surveying planning, landscaping, environmental management and permitting, financial and economic studies, and such other work as defined in separate work authorizations; and

WHEREAS, the District Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during the performance of these services.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the acts and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

### ARTICLE 1 SCOPE OF SERVICES

- A. The District Engineer will provide general engineering services including:
  1. Preparation of any necessary reports and applications.
  2. Attendance at meetings of the District's Board of Supervisors.
  3. Assistance in meeting with necessary parties to effectuate the issuance of bonds, special reports, feasibility studies and other tasks.
  4. Performance of any other duties related to the provision of infrastructure and services as requested by the District's Board of Supervisors.
- B. The District Engineer shall prepare, or cause to be prepared, or review construction drawings and specifications for the type of work as authorized by the District's Board of Supervisors. This may also include, but is not limited to, rendering assistance in the drafting of forms, proposal and contacts, issuance of certificates of construction and payment, assisting

and/or supervising the bidding processes, and any other activity required by the District's Board of Supervisors.

C. The Engineer shall, when authorized by the Board, provide general services during the construction phase including, but not limited to:

1. Periodic visits to the site, or full-time construction management services, as directed by the District.
2. Processing of contractors' pay estimates.
3. Final inspection and requested certificates for construction including the final certification of construction.
4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which District Engineer is named as owner's representative or "District Engineer".
5. Any other activity related to construction as authorized by the District's Board of Supervisors.

D. With respect to maintenance of facilities, the District Engineer shall render such services as authorized in writing by the District.

#### ARTICLE 2 METHOD OF AUTHORIZATION

Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization that shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District.

#### ARTICLE 3 COMPENSATION

It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods shall be utilized.

- 3.1 Lump Sum Amount: The District and District Engineer shall mutually agree to a lump sum amount for the services to be rendered payable in proportion to the work accomplished.
- 3.2 Hourly Personnel Rates: For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates in Schedule "A" shall remain

in effect. On the anniversary date of this Agreement, the parties may renegotiate the fee schedule.

#### ARTICLE 4 REIMBURSABLE EXPENSES

Reimbursable expenses consist of actual expenditures made by District Engineer, its employees, or its consultants in the interest of the project for the incidental items listed below:

- 4.1 Expenses of transportation and living when traveling in connection with a project, for long distance calls and facsimiles, expedited delivery fees, and fees paid for securing approval of authorities having jurisdiction over a project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes, and with the District's travel policy.
- 4.2 Expenses incurred in the reproduction, postage and handling of drawings and specifications except those used for in-house purposes.

#### ARTICLE 5 SPECIAL CONSULTANTS

When a special consultant is retained by District Engineer to assist in the provision of services such additional special services shall be paid for on a costs basis. Such services and fees shall be included in any work authorization.

#### ARTICLE 6 ACCOUNTING RECORDS

Records of District Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. In addition, District Engineer acknowledges that the provisions of Article 13 of this Agreement may apply to these records.

#### ARTICLE 7 REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by District Engineer pursuant to this Agreement are instruments of service to be used by the District. They are not intended or represented to be suitable for reuse by others or for extensions of the work for which they were provided or on any other project. Any reuse by the District without specific written consent by District Engineer will be at the District's sole risk.

#### ARTICLE 8 ESTIMATE OF COST

Since District Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market

conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a professional familiar with the construction industry, but District Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinion of probable cost prepared by it. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense or may direct that such work be accomplished through the Engineer. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and may justify additional fees.

#### ARTICLE 9 INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, the District Engineer shall be acting as an independent contractor. Neither the District Engineer nor employees of the District Engineer, if 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 District Engineer agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The District Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the District Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein.

#### ARTICLE 10 INSURANCE

District Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (incl. contractual)	\$1,000,000/\$2,000,000
Property Damage (incl. contractual)	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	Combined Single Limit \$1,000,000
Bodily Injury	
Property Damage	
Professional Liability for	
Errors and Omissions	\$2,000,000

District Engineer shall provide District with a certificate evidencing compliance with the above terms and naming the District as an additional insured, except on the worker's compensation and professional liability policies. District Engineer shall provide the District with 30 days notice of cancellation of such insurance. At no time shall Engineer be without insurance in the above amounts.

#### ARTICLE 11 CONTINGENT FEE

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the District Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the District Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

#### ARTICLE 12 AUDIT

The District Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers and records of the District Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

#### ARTICLE 13 INDEMNIFICATION

The Engineer agrees to indemnify, defend, and hold harmless the District and its officers, District Manager and employees of and from any and all liabilities, claims, causes of action, demands, suits, or losses by any person, corporation or other entity arising from the negligent acts, errors or omissions of the District Engineer or District Engineer's agents or employees, in the performance of professional services under this Agreement. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability pursuant to Section 768.28, F.S., or any other statute or law. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

## ARTICLE 14 PUBLIC RECORDS

The District Engineer agrees and understands that Chapter 119, F.S., may be applicable to documents prepared in connection with work provided to the District and agrees to operate with public record requests made thereunder. The District Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S.

A. Engineer shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

2. Upon the request of the District's custodian of public records, 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 as otherwise provided by law; and

3. 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 contract term and following completion of the Agreement if the Engineer does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Engineer transfers all public records to the District upon completion of the Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically 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.

B. Engineer acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession

of the District but in possession of the Engineer, the Engineer shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Engineer acknowledges that should Engineer fail to provide the public records to the District within a reasonable time, Engineer may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**C. IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ENGINEER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**SPECIAL DISTRICT SERVICES, INC.  
2501 BURNS ROAD, SUITE A  
PALM BEACH GARDENS, FLORIDA 33410  
TELEPHONE: (561)630-4922  
EMAIL: BBARBA@SDSINC.ORG**

#### ARTICLE 15 EMPLOYMENT VERIFICATION

The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

#### ARTICLE 16 CONTROLLING LAW

District Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. The venue/jurisdiction for any legal proceedings brought hereunder shall be brought in the courts in Miami-Dade County, Florida.

#### ARTICLE 17 WAIVER OF JURY TRIAL

THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS CONTRACT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS CONTRACT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A

MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE SUBJECT AGREEMENT.

ARTICLE 18 ASSIGNMENT

Neither the District nor the District Engineer shall assign, sublet, or transfer their rights, duties, interest or obligations under this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the District Engineer from employing such independent professional associates and consultants, as District Engineer deems appropriate, pursuant to Article 5 herein.

ARTICLE 19 AMENDMENT

Amendment to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

ARTICLE 20 TERMINATION

The District may terminate this Agreement, in whole or in part, for failure of the District Engineer to perform in accordance with the terms of this Agreement or for any reason, at the District's sole discretion, upon thirty (30) days written notice. The District Engineer may terminate this Agreement for cause upon ninety (90) days written notice. At such time as District Engineer receives notification of the intent of the District to terminate the contract, District Engineer shall not perform any further services unless directed to do so by the Board of Supervisors in writing.

ARTICLE 21 NOTICES

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if delivered to an authorized representative of either of the parties, or if mailed by registered or certified mail, return receipt requested, to the address of the party set forth below or to such other addresses as the parties hereto may designate in writing. Such notice shall be effective from the date the same is deposited in the mails, registered or certified mail, return receipt requested, first class postage prepaid and addressed as follows:

If to District Engineer:

Juan R. Alvarez, P.E.  
Alvarez Engineers, Inc.  
8935 NW 35 Lane  
Suite 101  
Doral, Florida 33172



If to District

Keys Cove Community Development District  
2501 Burns Road, Suite A  
Palm Beach Gardens, Florida 33410  
Attention: District Manager

With a Copy to:

Mr. Dennis E. Lyles  
Billing, Cochran, Lyles, Mauro & Ramsey  
515 E Las Olas Blvd., Suite 600  
Ft. Lauderdale, FL 33301  
[dlyles@bclmr.com](mailto:dlyles@bclmr.com)

#### ARTICLE 22 RECOVERY OF COSTS AND FEES

In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred including reasonable attorneys' fees and costs whether incurred prior to, during, or post litigation, appeal, or through alternative dispute resolution.

#### ARTICLE 23 OBJECTIVE CONSTRUCTION AND ACCEPTANCE

This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the District Engineer in the spaces provided below.

#### ARTICLE 24 SEVERABILITY

Should any clause, paragraph or other part of this Agreement be held or declared void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

#### ARTICLE 25 E-VERIFY

Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding

the provisions of SECTION 6 herein, if the District has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United Sates for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

Keys Cove Community  
Development District

Attest

\_\_\_\_\_  
Chairperson/Vice Chairperson

\_\_\_\_\_  
Witness

District Engineer

DocuSigned by:  
  
91E21FBBCEDD4E0...  
\_\_\_\_\_  
Juan R. Alvarez, P.E.

\_\_\_\_\_  
Witness

**Schedule “A”**

**Alvarez Engineers, Inc.**

**2023 Hourly Personnel Billing Rates**

<b>Principal</b> .....	\$ 220.00 / Hour
Professional Engineer with 20+ years of post-registration experience	
<b>Senior Engineer</b> .....	\$ 185.00 / Hour
Professional Engineer with 10+ years of post-registration experience	
<b>Engineer 2</b> .....	\$ 160.00 / Hour
Professional Engineer with 5+ years of post-registration experience	
<b>Engineer 1</b> .....	\$ 140.00 / Hour
Professional Engineer with 0+ years of post-registration experience	
<b>Electrical Engineer</b> .....	\$ 135.00 / Hour
Electrical Engineer with 2+ years of post-graduate experience	
<b>Engineer Intern</b> .....	\$ 130.00 / Hour
Entry level with engineering degree; Engineering Intern License	
<b>Senior Designer</b> .....	\$ 110.00 / Hour
15+ years of design experience, non-registered	
<b>CADD/Computer Technician</b> .....	\$ 100.00 / Hour
Design and Drafting with 1+ year of experience	
<b>Senior Engineering Technician</b> .....	\$ 95.00 / Hour
5+ years of experience	
<b>Engineering Technician</b> .....	\$ 90.00 / Hour
Entry level, with 0-4 years of experience	
<b>Senior Administrative</b> .....	\$ 95.00 / Hour
Degreed executive assistant with 8+ years of experience	
<b>Administrative</b> .....	\$ 60.00 / Hour
Secretary / Clerical	

\*Billing Rates subject to change on the anniversary of this agreement

## MEMORANDUM

TO: District Manager

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

DATE: July 20, 2023

RE: 2023 Legislative Update

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

**1. Chapter 2023 – 134, Laws of Florida (SB 346).** The legislation requires contracts for construction services between a local government entity and a contractor to include a “punch list”<sup>1</sup> of items required to render complete, satisfactory, and acceptable the construction services contracted for, which punch list outlines the estimated cost of each item necessary to complete the work. The law requires local governments to pay all portions of the contract balance, except for 150 percent of the portion of the contract balance attributed to those projects on the punch list, within 20 days after the punch list is created, subject to certain exceptions. The legislation limits a local government’s ability to withhold payment of certain amounts under the contract to only those subject to a written good faith dispute or claims against public surety bonds. The law clarifies that a local government must pay the undisputed portions of a contract within 20 days of the request for payment. Lastly, the legislation amends the definition of “public works project” in section 255.0992, F.S., to include any construction, maintenance, repair, renovation, remodeling, or improvement activity that is paid for with state-appropriated funds. The effective date of this act is July 1, 2023.

**2. Chapter 2023 – 17, Laws of Florida (SB 102).** The legislation makes various changes and additions to affordable housing related programs and policies at both the state and local level. With regard to local governments, the law:

- Preempts local government requirements regarding zoning, density, and height to allow for streamlined development of affordable housing in commercial and mixed-use zoned areas under certain circumstances. Developments that meet the requirements may not require a zoning change or comprehensive plan amendment.

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<sup>1</sup> The punch list is created within a contractually-specified timeframe after the contractor reaches substantial completion of the construction services as defined in the contract, or if that is not defined, then after the project reaches beneficial occupancy or use. If the contract is valued at less than \$10 million, then the punch list must be developed within 30 calendar days; if the contract is valued at \$10 million or more, then the punch list must be developed within 45 calendar days.

- Removes a local government’s ability to approve affordable housing on residential parcels by bypassing state and local laws that may otherwise preclude such development, while retaining such right for commercial and industrial parcels.
- Removes a provision that allows local governments to impose rent control under certain circumstances, preempting rent control ordinances entirely.
- Requires counties and cities to update and electronically publish the inventory of publicly owned properties, for counties including property owned by a dependent special district, which may be appropriate for affordable housing development.
- Authorizes the Florida Housing Finance Corporation, through contract with the Florida Housing Coalition, to provide technical assistance to local governments to facilitate the use or lease of county or municipal property for affordable housing purposes.
- Requires local governments to maintain a public written policy outlining procedures for expediting building permits and development orders for affordable housing projects.
- Provides that the Keys Workforce Housing Initiative is an exception to evacuation time requirements and that comprehensive plan and land use amendments approved under that initiative are valid.

The effective date of this act is July 1, 2023.

**3. Chapter 2023 – 31, Laws of Florida (SB 1604).** The law makes a number of changes relating to comprehensive plans and land development regulations. Of interest to special districts, section 4 of the legislation amends section 189.031, F.S., to preclude independent special districts from complying with the terms of any development agreement, which is executed within three months preceding the effective date of a law, which modifies the manner of selecting members of the governing body of the special district from election to appointment or appointment to election. The newly elected or appointed governing body of the special district must review within four months of taking office any such development agreement and vote on whether to seek readoption of the agreement. The law applies to any development agreement that is in effect on, or is executed after July 1, 2023, which is the effective date of this law. Section 4 of the Act expires July 1, 2028, unless reviewed and reenacted by the Legislature.

**4. Chapter 2023 – 28, Laws of Florida (HB 3).** This legislation codifies and extends the policy adopted by the Trustees<sup>2</sup> requiring all investment decisions relating to the state retirement system be based solely on pecuniary factors<sup>3</sup>. The law extended that policy to all funds managed by the State Board of Administration (SBA), all funds of the state Treasury, all local government retirement plans, investments of local government surplus funds, and investments of funds raised by citizen support and direct-support organizations. Investment managers who invest public funds on behalf of any of these entities may not sacrifice investment return or take additional investment risk to promote any non-pecuniary factor. The law requires any contract between a governmental

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<sup>2</sup> The Governor, Chief Financial Officer, and Attorney General serve as the SBA’s Board of Trustees.

<sup>3</sup> The term “pecuniary factor” is defined as a factor that is expected “to have a material effect on the risk or return of an investment based on appropriate investment horizons consistent with applicable investment objectives and funding policy. The term does not include the consideration of the furtherance of any social, political, or ideological interests.”

entity<sup>4</sup> and an investment manager executed, amended, or renewed on or after July 1, 2023, to contain a provision requiring the investment manager to include a disclaimer in an external communication, if the communication is to a company in which the investment manager has invested public funds and discusses social, political, or ideological interests. The required disclaimer must state: “The views and opinions expressed in this communication are those of the sender and do not reflect the views and opinions of the people of the state of Florida.” All contracts with investment managers executed, amended, or renewed on or after July 1, 2023, may be unilaterally terminated if certain communications of an investment manager include discussion of social, political, or ideological interests and omit the required disclaimer.

In addition, the legislation prohibits bond issuers<sup>5</sup> from issuing an environmental, social, and corporate governance (ESG) bond or paying for a third-party verifier that certifies or verifies that a bond may be designated or labeled as an ESG bond<sup>6</sup>, renders opinions or produces a report on ESG compliance, among other ESG-related services. Issuers are also prohibited from contracting with a rating agency whose ESG scores for the issuer will have a direct, negative impact on the issuer’s bond ratings.

The act further prohibits consideration of social, political, or ideological beliefs in state and local government contracting, and explicitly notes that this includes all political subdivisions of the state. Specifically, the law prohibits an awarding body from (1) requesting documentation or considering a vendor’s social, political, or ideological beliefs when determining if the vendor is a responsible vendor; or (2) giving a preference to a vendor based on the vendor’s social, political, or ideological beliefs.

Lastly, the legislation amends the definition of a “qualified public depository” to prohibit government entities from depositing funds in banks that make it a practice to deny or cancel services of their customers based on a person’s political opinions, speech, affiliations, lawful ownership or sales of firearms, production of fossil fuels or other factors related to ESG. Pursuant to current law, all public deposits may only be deposited in a qualified public depository. The effective date of this legislation is July 1, 2023.

**5. Chapter 2023 – 32, Laws of Florida (SB 258).** The legislation bans the use of prohibited applications<sup>7</sup> on devices issued to an employee or officer by a public employer, or otherwise used on a network that is owned, operated, or maintained by a public employer. This law requires the Department of Management Services (DMS) to create and maintain a list of prohibited applications of any Internet application that it deems to present a security risk in the form of

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<sup>4</sup> The law defines “governmental entity” to mean a state, regional, county, municipal, special district, or other political subdivision whether executive, judicial, or legislative, including, but not limited to, a department, division, board, bureau, commission, authority, district, or agency thereof, or a public school, Florida College System institution, state university, or associated board.

<sup>5</sup> Any public body corporate and politic authorized or created by general or special law and granted the power to issue bonds.

<sup>6</sup> An ESG bond is any bond that has been designated or labeled as a bond that will be used to finance a project with an ESG purpose, including, but not limited to, green bonds, Certified Climate Bonds, GreenStar designated bonds, and other environmental bonds marketed as promoting a generalized or global environmental objective; social bonds marketed as promoting a social objective; and sustainability bonds and sustainable development goal bonds marketed as promoting both environmental and social objectives. It includes bonds self-designated by the issuer as ESG-labeled bonds and those designated as ESG-labeled bonds by a third-party verifier.

<sup>7</sup> A “prohibited application” is defined as any application that participates in certain activities, such as conducting cyber-espionage against a public employer, and that is created, maintained, or owned by a foreign principal.

unauthorized access to, or temporary unavailability of the public employer’s records, digital assets, systems, networks, servers, or information. Public employers must block access to any prohibited application via their wireless networks and virtual private networks; restrict access to any prohibited application on any government cell phone, laptop, desktop computer, tablet computer, or other electronic device that can connect to the Internet that has been issued to an employee or officer for a work-related purpose; and retain the ability to remotely wipe and uninstall any prohibited application from any such device that is believed to have been adversely impacted by a prohibited application. The legislation requires an employee or officer of a CDD to remove any prohibited application from his or her government-issued device within 15 days of the DMS’ publication of its list of prohibited applications, and within 15 days of any subsequent update to the list of prohibited applications. The effective date of this legislation is July 1, 2023.

**6. Chapter 2023 – 33, Laws of Florida (SB 264).** The legislation restricts the issuance of government contracts or economic development incentives to foreign entities that are owned by, controlled by or organized under the laws of a foreign country of concern<sup>8</sup>. The law further prohibits a foreign principal<sup>9</sup> from owning or acquiring agricultural land or other interests in real property on or within 10 miles of a military installation or critical infrastructure facility. A foreign principal that owns agricultural land acquired before July 1, 2023, may continue to hold such land and must register with the Florida Department of Agriculture and Consumer Services (DACS) by January 1, 2024. If the property owned or acquired before July 1, 2023, is on or within 10 miles of a military installation or critical infrastructure facility, the foreign principal must similarly register with the Department of Economic Opportunity by December 31, 2023. The law prohibits the People’s Republic of China, the Chinese Communist Party, its officials and members, other political party official or members, other legal entities or subsidiaries organized under the laws of, or having a principal place of business in, China or its political subdivisions, or other persons domiciled in China, who are not U.S. citizens or lawful permanent residents of the United States, from purchasing or acquiring an interest in, real property in Florida. Finally, the act amends s. 836.05, F.S., relating to criminal threats and extortion, to provide that a person who violates the statute while acting as a foreign agent for the purpose of benefitting a foreign country of concern, commits a first degree felony. The effective date of this legislation is July 1, 2023.

**7. Chapter 2023 – 264, Laws of Florida (SB 7008).** The legislation amends Section 119.071(3)(c)1., F.S., to save from repeal, the public records exemption for information relating to the following information held by an agency:

- Building plans;
- Blueprints;
- Schematic drawings; and

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<sup>8</sup> The People’s Republic of China, The Russian Federation, The Islamic Republic of Iran, The Democratic People’s Republic of Korea, The Republic of Cuba, The Venezuelan Regime of Nicolas Maduro, or The Syrian Arab Republic, including any agency of or other entity within significant control of such foreign country of concern.

<sup>9</sup> “Foreign principal” means: The government or any official of the government of a foreign country of concern; A political party or member of a political party or any subdivision of a political party in a foreign country of concern; A partnership, association, corporation, organization, or other combination of persons organized under the laws of, or having its principal place of business in, a foreign country of concern, or a subsidiary of such entity; or o Any person who is domiciled in a foreign country of concern and is not a citizen or lawful permanent resident of the United States.

- Diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, health care facility, or hotel or motel development.

The effective date of this act is October 1, 2023.

**8. Chapter 2023 – 75, Laws of Florida (HB 7007).** The legislation removes the scheduled repeal date of the public record and public meeting exemptions for security or fire safety system plans under Sections 119.071(3)(a) and 286.0113(1), F.S., thereby maintaining the public record and public meeting exemptions for such plans. The effective date of this act is October 1, 2023.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: <http://laws.flrules.org/>.



## MEMORANDUM

TO: District Manager

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

DATE: June 6, 2023

RE: Required Ethics Training

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On May 24, 2023, the Governor signed CS/HB 199 into law as Chapter 2023-121, Laws of Florida. Section 112.3142, Florida Statutes, requires that specified constitutional officers, elected municipal officers, and commissioners complete four (4) hours of ethics training annually. This requirement is noted on page 1 of the Form 1, Statement of Financial Interests. This legislation provides that beginning January 1, 2024, elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts are now required to complete four (4) hours of ethics training annually. The training must address, at a minimum, s. 8, Art. II of the Florida Constitution (ethics for public officers and financial disclosure), the Code of Ethics for Public Officers and Employees, and the Florida Public Records Law and Open Meetings laws. The legislation specifically provides that this training requirement may be satisfied by completing a continuing legal education class or other continuing professional education class or seminar if the required subject matter is covered therein.

For current supervisors and officers, it is recommended that this training requirement be completed by July 1, 2024, so that the supervisor or officer can verify compliance with the required training on his or her Form 1, Statement of Financial Interests (2023). Elected local officers of independent special districts that assume office on or before March 31st must complete annual ethics training by December 31st of the year the term begins; however, if the term starts after March 31st, the officer is not required to complete the required ethics training until December 31st of the following year. The Legislature intends for those elected officers to receive the required training as close as possible to the date that he or she assumes office. The chart below can be used as a reference:

Date elected or appointed	Annual Training Completed By
Current Officer/Supervisor	December 31, 2024 (recommend completion by July 1, 2024)
January 1 – March 31, 2024	December 31, 2024
April 1 – December 31, 2024	December 31, 2025

The legislation also amends Section 112.313(a), Florida Statutes, clarifying the conflicts exception for public officers or employees of water control districts (Chapter 298, Florida Statutes)

or a special tax districts created by general (i.e. community development districts) or special law and which is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the district has jurisdiction. Employment with or entering into a contractual relationship with a business entity is not prohibited and is not deemed a conflict per se; however, conduct by such officer or employee that is prohibited by or otherwise frustrates the intent of Section 112.313(7), Florida Statutes, including conduct that violates subsections (6) (misuse of public position) and (8) (disclosure of information not otherwise available to the public for personal benefit) thereof is deemed an impermissible conflict of interest.

For convenience, we have included a copy of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. You can expect our traditional legislative memorandum in the coming weeks, where we will summarize other legislation from the 2023 Legislative Session relevant to special districts.

## CHAPTER 2023-121

### Committee Substitute for House Bill No. 199

An act relating to ethics requirements for officers and employees of special tax districts; amending s. 112.313, F.S.; specifying that certain conduct by certain public officers and employees is deemed a conflict of interest; making technical changes; amending s. 112.3142, F.S.; requiring certain ethics training for elected local officers of independent special districts beginning on a specified date; specifying requirements for such training; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (7) of section 112.313, Florida Statutes, is amended to read:

112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys.—

(7) CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.—

(a) No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

1. When the agency referred to is that certain kind of special tax district created by general or special law and is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the agency has jurisdiction, or when the agency has been organized pursuant to chapter 298, then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency is shall not be prohibited by this subsection or be deemed a conflict per se. However, conduct by such officer or employee that is prohibited by, or otherwise frustrates the intent of, this section, including conduct that violates subsections (6) and (8), is shall be deemed a conflict of interest in violation of the standards of conduct set forth by this section.

2. When the agency referred to is a legislative body and the regulatory power over the business entity resides in another agency, or when the regulatory power which the legislative body exercises over the business entity or agency is strictly through the enactment of laws or ordinances, then employment or a contractual relationship with such business entity by a public officer or employee of a legislative body shall not be prohibited by this subsection or be deemed a conflict.

(b) This subsection shall not prohibit a public officer or employee from practicing in a particular profession or occupation when such practice by persons holding such public office or employment is required or permitted by law or ordinance.

Section 2. Paragraphs (d) and (e) of subsection (2) of section 112.3142, Florida Statutes, are redesignated as paragraphs (e) and (f), respectively, present paragraph (e) of that subsection is amended, and a new paragraph (d) is added to that subsection, to read:

112.3142 Ethics training for specified constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies, and elected local officers of independent special districts.—

(2)

(d) Beginning January 1, 2024, each elected local officer of an independent special district, as defined in s. 189.012, and each person who is appointed to fill a vacancy for an unexpired term of such elective office must complete 4 hours of ethics training each calendar year which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of this state. This requirement may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required subject matter is covered by such class, seminar, or presentation.

(f)(e) The Legislature intends that a constitutional officer, or elected municipal officer, or elected local officer of an independent special district who is required to complete ethics training pursuant to this section receive the required training as close as possible to the date that he or she assumes office. A constitutional officer, or elected municipal officer, or elected local officer of an independent special district assuming a new office or new term of office on or before March 31 must complete the annual training on or before December 31 of the year in which the term of office began. A constitutional officer, or elected municipal officer, or elected local officer of an independent special district assuming a new office or new term of office after March 31 is not required to complete ethics training for the calendar year in which the term of office began.

Section 3. This act shall take effect July 1, 2023.

Approved by the Governor May 24, 2023.

Filed in Office Secretary of State May 24, 2023.