



**KEYS EDGE  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY  
REGULAR BOARD MEETING  
& PUBLIC HEARING  
MAY 24, 2023  
3:00 P.M.**

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

[www.keysedgecdd.org](http://www.keysedgecdd.org)  
786.347.2700 ext. 2027 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**  
Conference Room  
1200 NW 4<sup>th</sup> Street  
Homestead, Florida 33030  
**REGULAR BOARD MEETING & PUBLIC HEARING**  
May 24, 2023  
3:00 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
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- G. Public Hearing
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  - 2. Receive Public Comments on Adopting a Fiscal Year 2023/2024 Final Budget
  - 3. Consider Resolution No. 2023-02 – Adopting a Fiscal Year 2023/2024 Final Budget.....Page 7
- H. Old Business
  - 1. Update Regarding Petition to Amend District Boundary – Miami-Dade County
- I. New Business
  - 1. Consider Developer Funding Agreement.....Page 12
  - 2. Consider Resolution No. 2023-03 – Adopting a Fiscal Year 2023/2024 Meeting Schedule.....Page 19
  - 3. Consider Resolution No. 2023-04 – Calling for a Landowners’ Meeting.....Page 21
- J. Administrative & Operational Matters
  - 1. Statement of Financial Interest 2022 Form 1 – Filing Deadline: July 1, 2023
- K. Board Member & Staff Closing Comments
- L. Adjourn

## Location

Miami-Dade County, Florida

## Notice Text

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

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the Keys Edge Community Development District (the "District") will hold Regular Meetings in the Conference Room at 1200 NW 4th Street, Homestead, Florida 33030 at 3:00 p.m. on the following dates:

January 25, 2023

February 22, 2023

March 22, 2023

April 26, 2023

May 24, 2023

June 28, 2023

July 26, 2023

August 23, 2023

September 27, 2023

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at [nnguyen@sdsinc.org](mailto:nnguyen@sdsinc.org) and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) 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 [nnguyen@sdsinc.org](mailto:nnguyen@sdsinc.org) 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 with no advertised notice.

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT

[www.keysedgecdd.org](http://www.keysedgecdd.org)

1/17 23-31/0000641229M

**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
MARCH 22, 2023**

**A. CALL TO ORDER**

District Manager Nancy Nguyen called the March 22, 2023, Regular Board Meeting of Keys Edge Community Development District (the “District”) to order at 3:00 p.m. in the Conference Room located at 1200 NW 4<sup>th</sup> Street, Homestead, Florida 33030.

**B. PROOF OF PUBLICATION**

Ms. Nguyen presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on January 17, 2023, as part of the District’s Revised Fiscal Year 2022/2023 Regular Meeting Schedule, *as legally required*.

**C. ESTABLISH A QUORUM**

Ms. Nguyen determined that the attendance of Chairwoman Alicia Ale, Vice Chairwoman Miriam Lopez and Supervisors Ronald Fields and Fernando Arango (via conference call) constituted a quorum and it was in order to proceed with the meeting.

Staff members in attendance were: District Manager Nancy Nguyen of Special District Services, Inc.; and District Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

**D. ADDITIONS OR DELETIONS TO THE 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. November 16, 2022, Regular Board Meeting**

Ms. Nguyen presented the minutes of the November 16, 2022, Regular Board Meeting and asked if there were any changes and/or corrections.

There being no changes, a **motion** was made by Mr. Fields, seconded by Ms. Lopez and unanimously passed approving the minutes of the November 16, 2022, Regular Board Meeting, *as presented*.

**G. OLD BUSINESS**

**1. Update Regarding Petition to Expand District Boundaries**

Ms. Nguyen stated that the Petition to Amend the District Boundaries was delivered to Miami-Dade County (the “County”). We are awaiting receipt of an update from the County regarding a Public Hearing date. More information will be provided on this item once available.

## **H. NEW BUSINESS**

### **1. Consider Resolution No. 2023-01 – Adopting a Fiscal Year 2023/2024 Proposed Budget**

Ms. Nguyen presented Resolution No. 2023-01, entitled:

#### **RESOLUTION NO. 2023-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS  
EDGE COMMUNITY DEVELOPMENT DISTRICT APPROVING AND  
ADOPTING A PROPOSED BUDGET AND NON-AD VALOREM  
ASSESSMENTS FOR THE FISCAL YEAR 2023/2024; AND PROVIDING AN  
EFFECTIVE DATE.**

Ms. Nguyen provided an explanation for the document and reminded the Board that the budget was currently funded by the developer. Furthermore, Ms. Nguyen stated as part of Resolution No. 2023-01, the Board must set a date for the public hearing to adopt the fiscal year 2023/2024 final budget. A discussion ensued after which:

A **motion** was made by Mr. Fields, seconded by Ms. Ale and unanimously passed approving and adopting Resolution No. 2023-01, *as presented*, setting the public hearing to adopt the fiscal year 2023/2024 final budget for May 24, 2023, at 3:00 p.m. in the Conference Room located at 1200 NW 4<sup>th</sup> Street, Homestead, Florida 33030; and further authorizes publication/notice of the budget public hearing, as required by law.

### **2. Consider Engineering Updated Rates Request (Alvarez Engineers)**

Ms. Nguyen presented a letter from Alvarez Engineers, the District Engineer, respectfully requesting the Board’s consideration in updating the engineering hourly billing rates for engineering personnel. Ms. Nguyen informed the Board that the existing billing rates had been in effect since 2008. It was explained that the current engineering costs will be paid for through the bond proceeds for the District and that the District’s budget included sufficient funds for any engineering items that are not covered through the bond proceeds. As per Alvarez Engineers, the billing rates will be reviewed again after a period of five (5) years. A discussion ensued, after which:

A **motion** was made by Mr. Fields, seconded by Ms. Ale and unanimously passed accepting the updated billing rates proposed by Alvarez Engineers and further authorizing District Counsel to prepare an amendment to the Engineering Agreement.

## **I. AUDITOR SELECTION COMMITTEE**

### **1. Ranking of Proposals/Consider Selection of an Auditor**

Ms. Nguyen reminded the Board that during the last Board Meeting, the Board and the District Manager were appointed as the Audit Committee.

Ms. Nguyen recessed the Regular Board Meeting and simultaneously called to order a meeting of the Audit Committee at approximately 3:10 p.m. The purpose of the Audit Committee meeting is to rank and recommend, in order of preference, no fewer than three (3) audit firms to perform the required auditing services for three (3) fiscal years commencing with the 2021/2022 audit and to include a 2-year renewal option.

Ms. Nguyen explained that only one (1) audit firm had responded to the legal advertisement requesting proposals to perform annual audits for fiscal years ending 9/30/2022, 9/30/2023, 9/30/2024 and to include a 2-year renewal option for fiscal years 9/30/2025 and 9/30/2026.

Ms. Nguyen advised that they had two options. They could either waive the three (3) audit proposer rule or they could start the request for proposals process again. The Audit Committee consensus was to waive the 3 audit proposer rule. Consequently, Ms. Nguyen then asked to rank the firm of Grau & Associates as #1, the only qualified and responsible firm. A discussion ensued, after which:

A **motion** was made by Mr. Fields, seconded by Ms. Ale and unanimously passed waiving the three (3) audit proposer rule and ranking the firm of Grau & Associates, deemed to be most qualified to perform the auditing services, as #1.

There being no further Audit Committee business to conduct, Ms. Nguyen adjourned the Audit Committee Meeting and simultaneously reconvened the Regular Board Meeting at approximately 3:15 p.m.

A **motion** was then made by Mr. Fields, seconded by Ms. Ale and unanimously passed authorizing the District Manager to engage the firm of Grau & Associates, a qualified and responsible auditing firm proposer, to perform audits for the three (3) fiscal years ending 2022, 2023 and 2024; and the fees for the fiscal years will be \$3,000, \$3,100 and \$3,200, respectively; and to provide in the engagement a 2-year renewal option for the fiscal years 2025 and 2026; and the fees for the option years, subject to fee adjustments for inflation, will be \$3,300 and \$3,400, respectively.

## **J. ADMINISTRATIVE & OPERATIONAL MATTERS**

### **1. Staff Report, as Required**

There was no staff report at this time.

## **K. BOARD MEMBER & STAFF CLOSING COMMENTS**

Mr. Arango stated that he was working on the conveyance of open tract parcels from the developer to the District. Mr. Fields stated that he would follow up with the developer's counsel regarding the title search.

There were no further comments from Board Members or District Staff.

## **L. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mr. Fields, seconded by Ms. Ale and unanimously passed adjourning the Regular Board Meeting at approximately 3:20 p.m.

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Secretary/Assistant Secretary

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Chair/Vice Chair

**Location**

Miami-Dade County, Florida

**Notice Text**

NOTICE OF PUBLIC HEARING  
AND REGULAR BOARD MEETING  
OF THE KEYS EDGE COMMUNITY  
DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that the Keys Edge Community Development District (the "District") will hold a Public Hearing and Regular Board Meeting (the "Meeting") of its Board of Supervisors (the "Board") on May 24, 2023, at 3:00 p.m. in the Conference Room at 1200 NW 4th Street, Homestead, Florida 33030. The purpose of the Public Hearing is to receive public comment on the Fiscal Year 2023/2024 Proposed Budget and Non-Ad Valorem Assessment Roll of the District. The Regular Board Meeting is being held for the necessary public purpose of considering any other District business which may lawfully and properly come before the Board. At such time the Board is so authorized and may consider any business that may properly come before it.

A copy of the budget and/or the agenda for the Meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., at 786-347-2700 ext. 2027 or [nnguyen@sdsinc.org](mailto:nnguyen@sdsinc.org) (the "District Manager's Office") during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting.

Any person requiring special accommodations in order to access and participate in the Meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Anyone requiring assistance in order to participate in this Meeting should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. Similarly, any person requiring assistance accessing or participating in this Meeting because of a disability or physical impairment is strongly encouraged to contact the District Manager's Office at least forty-eight (48) hours in advance so that arrangements may be made.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT

[www.keysedgecdd.org](http://www.keysedgecdd.org)

5/4-11 23-62/0000660455M



**RESOLUTION NO. 2023-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS  
EDGE COMMUNITY DEVELOPMENT DISTRICT APPROVING  
AND ADOPTING A FISCAL YEAR 2023/2024 FINAL BUDGET  
PURSUANT TO CHAPTER 190, *FLORIDA STATUTES*; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors (the “Board”) of the Keys Edge Community Development District (the “District”) has prepared a Proposed Operating Fund Budget for Fiscal Year 2023/2024, and the Board is empowered to provide a funding source to operate the District and to impose special assessments upon the properties within the District, as required; and

**WHEREAS**, the District has held a duly advertised Public Hearing to receive public comments on the Proposed Operating Fund Budget, has considered and adopted the Fiscal Year 2023/2024 Operating Fund Budget; and is now authorized to levy non-ad valorem assessments upon the assessable properties within the District.

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

**Section 1.** The Operating Fund Budget for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is accepted, approved and adopted by the Board.

**Section 2.** The Secretary and/or 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 24<sup>th</sup> day of May, 2023.

**ATTEST:**

**KEYS EDGE  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

Keys Edge  
Community Development District

**Final Budget For  
Fiscal Year 2023/2024  
October 1, 2023 - September 30, 2024**

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**FINAL BUDGET**  
**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2023/2024**  
**OCTOBER 1, 2023 - SEPTEMBER 30, 2024**

	<b>FISCAL YEAR 2023/2024 BUDGET</b>
<b>REVENUES</b>	
Administrative Assessments	0
Maintenance Assessments	0
Developer Contribution	109,925
Debt Assessments	0
Interest Income	0
<b>TOTAL REVENUES</b>	<b>\$ 109,925</b>
<b>EXPENDITURES</b>	
<b>Maintenance Expenditures</b>	
Engineering	5,000
Street/Roadway Maintenance/Signage	3,000
Common Area Maintenance	18,000
Entry Feature Maintenance	12,000
Maintenance Contingency	2,500
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 40,500</b>
<b>Administrative Expenditures</b>	
Supervisor Fees	0
Management	26,100
Legal	13,000
Assessment Roll	10,000
Audit Fees	4,100
Arbitrage Rebate Fee	0
Insurance	8,000
Legal Advertisements	3,500
Miscellaneous	1,500
Postage	300
Office Supplies	750
Dues & Subscriptions	175
Trustee Fees	0
Continuing Disclosure Fee	0
Website Management	2,000
Administrative Contingency	0
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 69,425</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 109,925</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ -</b>
Bond Payments	0
<b>BALANCE</b>	<b>\$ -</b>
County Appraiser & Tax Collector Fee	0
Discounts For Early Payments	0
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>

**DETAILED FINAL BUDGET**  
**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2023/2024**  
**OCTOBER 1, 2023 - SEPTEMBER 30, 2024**

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
<b>REVENUES</b>				
Administrative Assessments	0	0	0	
Maintenance Assessments	0	0	0	
Developer Contribution	63,345	109,825	109,925	Developer Contribution
Debt Assessments	0	0	0	
Interest Income	1	0	0	No Change From 2022/2023 Budget
<b>TOTAL REVENUES</b>	<b>\$ 63,346</b>	<b>\$ 109,825</b>	<b>\$ 109,925</b>	
<b>EXPENDITURES</b>				
<b>Maintenance Expenditures</b>				
Engineering	0	5,000	5,000	No Change From 2022/2023 Budget
Street/Roadway Maintenance/Signage	0	3,000	3,000	No Change From 2022/2023 Budget
Common Area Maintenance	0	18,000	18,000	No Change From 2022/2023 Budget
Entry Feature Maintenance	0	12,000	12,000	No Change From 2022/2023 Budget
Maintenance Contingency	0	2,500	2,500	No Change From 2022/2023 Budget
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ -</b>	<b>\$ 40,500</b>	<b>\$ 40,500</b>	
<b>Administrative Expenditures</b>				
Supervisor Fees	0	0	0	Typically Non-Applicable First Few Years
Management	26,100	26,100	26,100	No Change From 2022/2023 Budget
Legal	8,517	13,000	13,000	No Change From 2022/2023 Budget
Assessment Roll	0	10,000	10,000	Billed First Year District Is On Tax Roll
Audit Fees	0	4,000	4,100	For Fiscal Year 2022/2023 Audit
Arbitrage Rebate Fee	0	0	0	Will Commence In First Year After Bond Issue
Insurance	5,848	8,000	8,000	Insurance Estimate
Legal Advertisements	498	3,500	3,500	Higher First Few Years Due To More Required Advertising
Miscellaneous	334	1,500	1,500	No Change From 2022/2023 Budget
Postage	426	300	300	No Change From 2022/2023 Budget
Office Supplies	156	750	750	No Change From 2022/2023 Budget
Dues & Subscriptions	175	175	175	Annual Dues Paid To Department Of Economic Opportunity
Trustee Fees	0	0	0	Will Commence In First Year After Bond Issue
Continuing Disclosure Fee	0	0	0	Will Commence In First Year After Bond Issue
Website Management	2,000	2,000	2,000	Website Management
Administrative Contingency	0	0	0	Administrative Contingency
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 44,054</b>	<b>\$ 69,325</b>	<b>\$ 69,425</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ 44,054</b>	<b>\$ 109,825</b>	<b>\$ 109,925</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 19,292</b>	<b>\$ -</b>	<b>\$ -</b>	
Bond Payments	0	0	0	2024 P & I Payments Less Earned Interest
<b>BALANCE</b>	<b>\$ 19,292</b>	<b>\$ -</b>	<b>\$ -</b>	
County Appraiser & Tax Collector Fee	0	0	0	Two Percent Of Total Assessment Roll
Discounts For Early Payments	0	0	0	Four Percent Of Total Assessment Roll
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ 19,292</b>	<b>\$ -</b>	<b>\$ -</b>	

**DEVELOPER'S FUNDING AGREEMENT**  
**(Fiscal Year 2023-2024)**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between:

**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Florida City, Miami-Dade County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

**ONX-ODAGLED GRAND PALMS II, LLC**, a Delaware limited liability company, registered to do business in the state of Florida, **and ONX-ODAGLED GRAND PALMS, LLC**, a Delaware limited liability company, registered to do business in Florida, collectively the primary developer of lands within the boundaries of the District, whose address is 1200 NW 4<sup>th</sup> Street, Homestead, Florida 33030, and their respective successors, successors-in-title, and assigns (collectively the "Developer").

**RECITALS**

**WHEREAS**, the Developer owns or controls all lands within the District; and

**WHEREAS**, the District pursuant to the responsibilities and authorities vested in it by Chapter 190, *Florida Statutes*, desires to proceed with the discharge of its duties, including but not limited to its administrative and legal functions and its preparations to acquire, construct and deliver certain community development services, facilities, and improvements to serve the District, including without limitation certain water distribution and sanitary sewer collection and transmission systems and facilities, a stormwater management system, roads and roadway improvements, and related improvements, all as such services, facilities, and improvements are more specifically described in the plans and specifications on file at the offices of the District (collectively referred to hereafter as "Improvements"); and

**WHEREAS**, the Developer recognizes that in the District's discharging of said duties and responsibilities, certain benefits will accrue to the land; and

**WHEREAS**, the Developer is agreeable to funding the operations of the District as called for in the annual fiscal year budget approved by the Board of Supervisors as governing body of the District (herein the "Budget"), which is attached and made a part hereof as Exhibit "A", as such Budget may be amended from time to time for the fiscal year that it covers; and

**WHEREAS**, the Developer agrees and acknowledges that this Agreement shall be binding upon its heirs, executors, receivers, trustees, successors and assigns.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties hereinafter recited, the receipt and sufficiency of which is hereby acknowledged, the District and the Developer agree as follows:

1. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. Developer agrees to make available to the District the moneys necessary for the operation of the District during all or a portion of the fiscal year as called for in the Budget, monthly, within fifteen (15) days of written request by the District. The funds shall be placed in the District's general checking account. These payments are made in lieu of taxes, fees or assessments that might otherwise be levied or imposed by the District.

3. The parties hereto recognize that payments not part of the Budget may be made by the Developer to the District, or on behalf of the District, in connection with the Improvements set forth in the report of the District Engineer which are to be financed with the special assessment bonds, in one or more series (the "Bonds") and as such, the payments may be considered to be reimbursable advances. The District agrees to use best efforts such that upon the issuance of its Bonds that there will be included an amount sufficient to repay the Developer for the payments advanced to the District by the Developer prior to the issuance of the Bonds in accordance with this Agreement and in connection with the cost of the Improvements. Such repayment shall be made within a reasonable period of time following the issuance of the Bonds. The parties further agree that any repayments will not include any interest charge.

4. Developer shall make available to the District the moneys necessary for any and all maintenance, repair, reconstruction, and replacement of the District's Improvements arising during the fiscal year covered by the Budget, as set forth in the Budget, as such Budget may be amended from time to time.

5. This instrument constitutes the entire agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only in writing which is executed by both of the parties hereto.

6. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

7. A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages, injunctive relief and specific performance and specifically include the ability of the District to

enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

8. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

9. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written consent of the other party, which consent shall not unreasonably be withheld.

13. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors and assigns.

14. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

15. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.



**IN WITNESS WHEREOF**, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

**Attest:**

**KEYS EDGE COMMUNITY  
DEVELOPMENT DISTRICT**

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

By: \_\_\_\_\_  
Chair/Vice Chair

STATE OF FLORIDA       }  
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of (\_\_\_\_) physical presence or (\_\_\_\_) online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as Chairperson/Vice Chairperson of the Board of Supervisors for **KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced \_\_\_\_\_ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

My commission expires:

\_\_\_\_\_  
Notary Public:

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

**ONX-ODAGLED GRAND PALMS II, LLC**, a Delaware limited liability company,  
Authorized to do business in the State of  
Florida

**Witnesses:**

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

STATE OF FLORIDA            }  
  }  
  }SS:  
COUNTY OF MIAMI-DADE    }

The foregoing instrument was acknowledged before me by means of (\_\_\_\_) physical presence  
or (\_\_\_\_) online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by \_\_\_\_\_, as \_\_\_\_\_ of **ONX-  
ODAGLED GRAND PALMS II, LLC**, a Delaware limited liability company, authorized to do  
business in the State of Florida, who is personally known and/or produced \_\_\_\_\_  
as identification.

My commission expires:

\_\_\_\_\_  
Notary Public:  
Print Name: \_\_\_\_\_

**ONX-ODAGLED GRAND PALMS, LLC,**  
a Delaware limited liability company,  
Authorized to do business in the State of  
Florida

**Witnesses:**

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

STATE OF FLORIDA            }  
  }  
  }SS:  
COUNTY OF MIAMI-DADE    }

The foregoing instrument was acknowledged before me by means of (\_\_\_\_) physical presence  
or (\_\_\_\_) online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by \_\_\_\_\_, as \_\_\_\_\_ of **ONX-  
ODAGLED GRAND PALMS, LLC**, a Delaware limited liability company, authorized to do  
business in the State of Florida, who is personally known and/or produced \_\_\_\_\_  
as identification.

My commission expires:

\_\_\_\_\_  
Notary Public:  
Print Name: \_\_\_\_\_

**Exhibit "A" - Budget**  
**(FY 2023/2024)**

**RESOLUTION NO. 2023-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS EDGE 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.**

**WHEREAS**, it is necessary for the Keys Edge Community Development District (the "District") to establish a regular meeting schedule for fiscal year 2023/2024; and

**WHEREAS**, the Board of Supervisors (the "Board") of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2023/2024 which is attached hereto and made a part hereof as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT, MIAMI-DADE COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are hereby adopted by the Board.

**Section 2.** The regular meeting schedule, time and location for meetings for fiscal year 2023/2024 which is attached hereto as Exhibit "A" is hereby adopted and authorized by the Board to be published.

**PASSED, ADOPTED and EFFECTIVE** this 24<sup>th</sup> day of May, 2023.

**ATTEST:**

**KEYS EDGE  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE**

**NOTICE IS HEREBY GIVEN** that the Board of Supervisors (the “Board”) of the **Keys Edge Community Development District** (the “District”) will hold Regular Meetings in the Conference Room at 1200 NW 4<sup>th</sup> Street, Homestead, Florida 33030 at 3:00 p.m. on the following dates:

**October 25, 2023  
November 15, 2023  
January 24, 2024  
February 28, 2024  
March 27, 2024  
April 24, 2024  
June 26, 2024  
July 24, 2024  
August 28, 2024  
September 25, 2024**

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. Copies of the Agenda for any of the meetings may be obtained from the District’s website or by contacting the District Manager at [nnguyen@sdsinc.org](mailto:nnguyen@sdsinc.org) and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) 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 [nnguyen@sdsinc.org](mailto:nnguyen@sdsinc.org) 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 with no advertised notice.

**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**

**[www.keysedgeccd.org](http://www.keysedgeccd.org)**

**PUBLISH: MIAMI DAILY BUSINESS REVIEW 10/13/23**

**RESOLUTION NO. 2023-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT ORDERING AND CALLING FOR A LANDOWNERS' MEETING AND PUBLIC NOTICE THEREOF FOR THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT'S ELECTION OF MEMBERS TO THE BOARD OF SUPERVISORS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Keys Edge Community Development District (the "District") was established by Ordinance #07-106 and Ordinance #07-173 (corrective legal description) of the Board of County Commissioners of Miami-Dade County, Florida, pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, as outlined in Chapter 190, Section 190.006(2)(b), *Florida Statutes*, a landowners' election shall be announced at a public meeting of the Board of Supervisors (the "Board") at least ninety (90) days prior to the date of the landowners' meeting, which meeting shall be for the purpose of electing three (3) supervisors; and

**WHEREAS**, at such meeting, each landowner shall be entitled to cast one (1) vote per acre (or fraction thereof) or one (1) vote for each platted lot of land owned and located within the District for each person to be elected; and

**WHEREAS**, the two (2) candidates receiving the highest number of votes shall each serve for a four (4) year term and the one (1) candidate receiving the next largest number of votes shall serve for a two (2) year term; and

**WHEREAS**, a Notice of the Landowners' Meeting shall be published once a week for two (2) consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election.

**WHEREAS**, attached hereto as Exhibit "A" and made a part hereof are (i) instructions (Election Procedures) on how all landowners may participate in the election, (ii) sample proxy that may be utilized by the landowners at such meeting; and (iii) a sample ballot form for information purposes.

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

**Section 1.** The above recitals are hereby adopted.

**Section 2.** The Landowners' Meeting will be held on November 15, 2023 at 3:00 p.m. in the Conference Room located at 1200 NW 4 Street, Homestead, Florida 33030.

**Section 3.** The instructions (Election Procedures), the sample proxy form and sample ballot form attached hereto as Exhibit "A" are hereby acknowledged and approved.

**Section 4.** A Notice of the Landowners' Meeting shall be published as prescribed by law.

**PASSED, ADOPTED and EFFECTIVE** this 24<sup>th</sup> day of May, 2023.

**ATTEST:**

**KEYS EDGE  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson



### SPECIAL DISTRICT (CDD) ELECTION PROCEDURES

#### 1. Landowners' Meeting

In accordance with the provisions of Chapter 190, Florida Statutes, it is required that an initial meeting of the Landowners of the District be held within ninety (90) days following the effective date of the rule or ordinance establishing the District and thereafter every two (2) years during the month of November for the purpose of electing Supervisors. The second election by Landowners shall be held on the first Tuesday in November; thereafter, there shall be an election of supervisors every two (2) years in November on a date established by the Board of Supervisors. The assembled Landowners shall organize by electing a Chairperson, who shall preside over the meeting; and a Secretary shall also be elected for recording purposes.

#### 2. Establishment of Quorum

Any Landowner(s) present or voting by proxy shall constitute a quorum at the meeting of the Landowners.

#### 3. Nomination of Candidates

At the meeting, the Chairperson shall call for nominations from the floor for Candidates for the Board of Supervisors. When there are no further nominations, the Chairperson shall close the floor for nominations. The names of each Candidate and the spelling of their names shall be announced. Nominees need not be present to be nominated.

#### 4. Voting

Each Landowner shall be entitled to cast one (1) vote for each acre (or lot parcel), or any fraction thereof, of land owned by him or her in the District, for each open position on the Board. (For example, if there are three (3) positions open, an owner of one (1) acre or less (or one lot parcel) may cast one (1) vote for each of the three (3) positions. An owner of two (2) acres (or two lot parcels) may cast two (2) votes for each of the three (3) positions. Each Landowner shall be entitled to vote either in person or by a representative present with a lawful written proxy.

#### 5. Registration for Casting Ballots

The registration process for the casting of ballots by Landowners or their representatives holding their proxies shall be as follows:

a) At the Landowners' Meeting and prior to the commencement of the first casting of ballots for a Board of Supervisor position, each Landowner, or their representative if proxies are being sub-mitted in lieu thereof, shall be directed to register their attendance and the total number of votes by acreage (or lot parcels) to which each claims to be entitled, with the elected Secretary of the meeting or the District's Manager.

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#### **Corporate Office**

The Oaks Center  
2501A Burns Rd  
Palm Beach Gardens, FL 33410  
Direct: 561.630.4922

#### **Contact Information**

Toll Free: 877.737.4922  
Fax: 561.630.4923  
Web: [www.sdsinc.org](http://www.sdsinc.org)

#### **Miami Branch**

Kendall Executive Center  
8785 SW 165 Avenue, Ste. 200  
Miami, FL 33199



- b) At such registration, each Landowner, or their representative with a lawful proxy, shall be provided a numbered ballot for the Board of Supervisor position(s) open for election. A District representative will mark on the ballot the number of votes that such Landowner, or their representative, is registered to cast for each Board of Supervisor position open for election.
- c) All Landowner proxies shall be collected at the time of registration and retained with the Official Records of the District for subsequent certification or verification, if required.

#### 6. Casting of Ballots

Registration and the issuance of ballots shall cease once the Chairperson calls for the commencement of the casting of ballots for the election of a Board Supervisor(s) and thereafter no additional ballots shall be issued.

The Chairperson will declare that the Landowners, or their representatives, be requested to cast their ballots for the Board Supervisor(s). Once the ballots have been cast, the Chairperson will call for a collection of the ballots.

#### 7. Counting of Ballots

Following the collection of ballots, the Secretary or District Manager shall be responsible for the tabulation of ballots in order to determine the total number of votes cast for each candidate that is seeking election.

At the second and subsequent landowner elections\*, the two (2) candidates receiving the highest number of votes will be declared by the Chairperson as elected to the Board of Supervisors for four-year terms. The candidate receiving the next highest number of votes will fill the remaining open position on the Board of Supervisors for a two-year term, as declared by the Chairperson.

\*At the final landowner election (*after the 6<sup>th</sup> or 10<sup>th</sup> year*), the candidate receiving the highest number of votes will be elected to the Board of Supervisors for a four-year term (two {2} supervisors are elected by General Election).

#### 8. Contesting of Election Results

Following the election and announcement of the votes, the Chairperson shall ask the Landowners present, or those representatives holding proxies for Landowners, whether they wish to contest the election results. If no contests are received, said election results shall thereupon be certified.

If there is a contest, the contest must be addressed to the Chairperson and thereupon the individual casting a ballot that is being contested will be required to provide proof of ownership of the acreage (or lot parcels) for which they voted at the election within five (5) business days of the Landowners' Meeting. The proof of ownership shall be submitted to the District Manager who will thereupon consult with the District's General Counsel and together they will review the material provided and will determine the legality of the contested ballot(s). Once the contests are resolved, the Chairperson shall reconvene the Landowners' Meeting and thereupon certify the election results.

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9. Recessing of the Landowners' Meeting

In the event there is a contest of a ballot or of the election, the Landowners' Meeting shall be recessed to a future time, date and location, at which time the election findings on the contest shall be reported in accordance with the procedure above and the newly elected Supervisor(s) shall thereupon take their Oath of Office.

10. Miscellaneous Provisions

- a) Each Landowner shall only be entitled to vote in person or by means of a representative attending in person and holding a lawful written proxy in order to cast said Landowner's votes.
- b) Proxies will not require that proof of acreage ownership be attached. Rather, proof of ownership must be provided timely by the holder of the proxy, if the proxy is contested in accordance with the procedure above.

\*\*\*\*\*

## **LANDOWNER PROXY**

### **KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT LANDOWNERS' MEETING**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ ("Proxy Holder") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the **Keys Edge Community Development District** to be held on **November 15, 2023 at 3:00 p.m.** in the Conference Room located at 1200 NW 4<sup>th</sup> Street, Homestead, Florida 33030 and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner which the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing which may be considered at said meeting including, but not limited to the Board of Supervisors. Said Proxy Holder may vote in accordance with their discretion on all matters not known or determined at the time of solicitation of this proxy, which may be legally considered at said meeting.

This proxy is to continue in full force and effect from the hereof until the conclusion of the above noted landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the annual meeting prior to the Proxy Holder exercising the voting rights conferred herein.

\_\_\_\_\_  
**Print Name of Legal Owner/Entity**

\_\_\_\_\_  
**Signature of Authorized Individual and/or Legal Owner**

\_\_\_\_\_  
**Date**

**Parcel Description\***

**# of Acres/Units**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

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

Pursuant to section 190.006(2) (b), *Florida Statutes* (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto.

**TOTAL NUMBER OF AUTHORIZED VOTES: \_\_\_\_\_**

**Please note that each eligible acre of land or fraction thereof is entitled to only one vote, for example, a husband and wife are together entitled to only one vote per their residence if it is located on one acre or less of real property.**

**If the Legal Owner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto. (e.g. bylaws, corporate resolution, etc.)**

**SAMPLE BALLOT**

BALLOT # \_\_\_\_\_

**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT  
LANDOWNERS' MEETING**

**ELECTION OF BOARD SUPERVISORS**

**NOVEMBER 15, 2023**

The undersigned certifies that he/she is the owner (\_\_\_\_) **or** duly authorized **representative of lawful proxy of an owner** (\_\_\_\_) of land (real property) within the **Keys Edge Community Development District**, constituting acre(s)/unit(s)/lot(s) and hereby casts up to the corresponding number of his/her vote(s) for the following candidate/candidates to hold the above-named open Board position(s):

**Name of Candidate**

**Number of Votes**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

*{The two (2) candidates receiving the highest number of votes shall be elected for a four (4) year term each; the candidate receiving the next highest number of votes shall be elected for a two (2) year term.}*

Signature: \_\_\_\_\_

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

Street Address or Tax Parcel Id Number for your Real Property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_