

**KINGS CREEK I
COMMUNITY DEVELOPMENT
DISTRICT**

MAY 22, 2024

**SPECIAL ORGANIZATIONAL MEETING
AGENDA PACKAGE**

OPTIONS FOR MEETING PARTICIPATION

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 242 447 823 694

Passcode: 25oGFe

Dial by Telephone:

1 -646- 838-1601

Meeting ID: 242 447 823 694

Passcode: 810 446 935#



2005 PAN AM CIRCLE, SUITE 300
TAMPA. FL 33067

Kings Creek I Community Development District

Board of Supervisors
Nicholas Dister, Supervisor
Carlos de la Ossa, Supervisor
Keith Hyatt, Supervisor
Bob Koncar, Supervisor
Dan Pickett, Supervisor

District Staff
Brian Lamb, District Secretary
Jere L Earlywine, District Counsel
Tonja Stewart P.E, District Engineer

Special Organizational Meeting Agenda

An **Organizational Meeting of the Kings Creek I Community Development District** will be held on **May 22, 2024, 2024 at 2:00 p.m. at the offices of Inframark located at 12574 Flagler Center Boulevard, Suite 101 Jacksonville, FL 32258**. For those who intend to call in below is the Teams link information. Please let us know at least 24 hours in advance if you are planning to call into the meeting. The agenda for the Organizational Meeting is as follows:

All cellular phones and pagers must be turned off during the meeting.

1. CALL TO ORDER

A. Overview of Meeting Procedures and Decorum

2. PUBLIC COMMENT PERIOD

3. ADMINISTER OATHS OF OFFICE TO THE BOARD ASSIGNED IN THE PETITION

4. SEAT NEW BOARD MEMBERS

A. Overview of Forms, Sunshine Amendment, Code of Ethics, Supervisor Responsibilities

5. APPOINTMENT OF OFFICERSResolution 2024-01

A. Chairman

B. Vice Chairman

C. Secretary

D. Treasurer

E. Assistant Secretaries

6. APPOINTMENT OF CONSULTANTS

A. Consideration of Appointment of District Manager/Assessment ConsultantResolution 2024-02

B. Consideration of Designation of Registered Agent/OfficeResolution 2024-03

C. Consideration of Appointment of District General CounselResolution 2024-04

i. Retention and Fee Agreement

D. Consideration of Appointment of Interim District EngineerResolution 2024-05

i. Authorize RFQ for District Engineer

E. Consideration of Appointment of Bond Counsel – **GrayRobinson, P.A** **By Motion**

F. Consideration of Appointment of Investment Banker – **FMS Bonds**..... **By Motion**

G. Consideration of Appointment of Trustee – **US Bank** **By Motion**

District Office
Inframark
2005 Pan Am Circle Suite 300
Tampa, Florida 33607

Meeting Location:
Offices of Inframark
12574 Flagler Center Boulevard Suite 101
Jacksonville, FL 32258

7. BUSINESS MATTERS

- A. Consideration of Authorizing/Ratifying Notice of Establishment **Resolution 2024-06**
- B. Consideration of Policy of Compensation for Board Members **Resolution 2024-07**
- C. Consideration of Policy of Reimbursement of District Travel Expenses **Resolution 2024-08**
- D. Consideration of the Designation of the Primary Administrative Office **Resolution 2024-09**
- E. Consideration of the Designation of the Local Records Office..... **Resolution 2024-10**
- F. Consideration of District Records Retention Schedule **Resolution 2024-11**
- G. Consideration of Fiscal Year 2024 Regular Meeting Schedule and Location..... **Resolution 2024-12**
- H. Consideration of Landowners' Meeting Date, Time, and Location **Resolution 2024-13**
- I. Consideration of Proposed FY 2024 Annual Budget & Set Public Hearing **Resolution 2024-14**
 - i. Fiscal Year 2024 Developer Funding Agreement
- J. Consideration of Proposed FY 2025 Annual Budget & Set Public Hearing **Resolution 2024-15**
- K. Set Public Hearing for Uniform Method of Collections **Resolution 2024-16**
- L. Consideration of Rules of Procedure & Setting Public Hearing **Resolution 2024-17**
- M. Consider Policy Re: Support & Legal Defense for Board & Staff..... **Resolution 2024-18**
- N. Authorization to obtain General Liability and Public Officers Insurance **By Motion**
- O. Consider Designation of a Qualified Public Depository **Resolution 2024-19**
- P. Consideration of Authorization of Signatories **Resolution 2024-20**
- Q. Authorization to Disburse Funds for Expenses **Resolution 2024-21**
- R. Consideration of Adoption of Investment Policy **Resolution 2024-22**
- S. Consideration of Approval of Florida Statewide Mutual Aid Agreement..... **Resolution 2024-23**
- T. Consideration of Provisions for Public Comments **Resolution 2024-24**
- U. Consideration of Adopting Internal Controls Policy **Resolution 2024-25**
- V. Consideration of Prompt Payment Policies and Procedure **Resolution 2024-26**
- W. Consideration of Authorization of RFP for Auditing Services **By Motion**
- X. Consideration of ADA Website Compliance Agreement..... **By Motion**

8. PRELIMINARY REPORT PRESENTATION – ASSESSMENT BONDS

- A. Consideration of Master Report of the District Engineer **By Motion**
- B. Consideration of Master Assessment Methodology Report **By Motion**
- C. Authorizing Issuance of Bonds/Filing of Validation Complaint **Resolution 2024-27**
 - i. Master Trust Indenture
 - ii. First Supplemental Indenture
- D. Consideration of Declaring Special Assessments & Setting Public Hearing **Resolution 2024-28**
- E. Consideration of the Authorization of the Chairman to Accept or Execute
Certain Documents **Resolution 2024-29**
- F. Consideration of Bond Financing Funding Agreement..... **By Motion**

G. Other Matters Relating to Financing

9. ADMINISTRATIVE MATTERS

A. Request for Working Capital **By Motion**

10. STAFF REPORTS

A. District Counsel

- i. Consideration of Temporary Construction Easement
- ii. Consideration of Acquisition Agreement

B. District Manager

C. District Engineer

11. BOARD MEMBERS COMMENTS

12. PUBLIC COMMENTS

13. ADJOURNMENT

RESOLUTION 2024-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS DESIGNATING THE
OFFICERS OF KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Kings Creek I Community Development District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Jacksonville, FL; and

WHEREAS, the initial supervisors have taken and subscribed to the oath of office per F.S. 190.006(4); and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to organize by designating the Officers of the District per F.S. 190.006(6).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:**

1. The following persons are elected to the offices shown to wit:

_____	Chairman
_____	Vice-Chairman
<u>Brian Lamb</u>	Secretary
<u>Eric Davidson</u>	Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 22nd DAY OF May 2024.

**ATTEST:
DISTRICT**

KINGS CREEK I COMMUNITY

DEVELOPMENT

Secretary / Assistant Secretary

Chairman / Vice-Chairman

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER AND METHODOLOGY CONSULTANT; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Kings Creek I Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Jacksonville, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") must employ and fix the compensation of a District Manager; and

WHEREAS, the Board desires to appoint a Methodology Consultant to advise regarding the proposed issuance of special assessment bonds and other financing methods for District improvements; and

WHEREAS, the Board has determined that the appointment of a Methodology Consultant is necessary, appropriate, and in the District's best interests; and

WHEREAS, the Board desires to appoint a District Manager and Methodology Consultant and to provide compensation for their services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:

1. APPOINTMENT OF DISTRICT MANAGER. The District Manager and Methodology Consultant is hereby appointed and shall be compensated for their services, pursuant to the agreement attached hereto as **Exhibit A**, which is hereby approved. This authorization shall be continuing in nature until revoked by the District.

2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of May 2024.

ATTEST:

**KINGS CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

Exhibit A: District Manager Fee Agreement

Exhibit A

District Manager Fee Agreement

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Kings Creek I Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered administrative office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:

1. **DESIGNATION OF REGISTERED AGENT.** Brian K. Lamb of Inframark, LLC is hereby designated as a Registered Agent for the District.
2. **REGISTERED OFFICE.** The District's Registered Office shall be located at 12574 Flagler Center Boulevard, Suite 101 Jacksonville, FL 32258.
3. **FILING.** In accordance with Section 189.014, Florida Statutes, the District's Secretary is hereby directed to file certified copies of this resolution with the County and the Florida Department of Economic Opportunity.
4. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 22nd day of May 2024.

ATTEST:

KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT APPOINTING DISTRICT COUNSEL FOR THE DISTRICT, AND AUTHORIZING COMPENSATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Kings Creek I Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District's Board of Supervisors ("**Board**") may contract for the services of consultants to perform planning, engineering, legal or other appropriate services of a professional nature; and

WHEREAS, the Board desires to appoint District Counsel and to provide compensation for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:

1. **APPOINTMENT OF COUNSEL.** District Counsel is hereby appointed, and shall be compensated for their services, pursuant to the agreement attached hereto as **Exhibit A**, which is hereby approved. This authorization shall be continuing in nature until revoked by the District.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of May, 2024.

ATTEST:

**KINGS CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

Exhibit A: Attorney Retainer Agreement

Exhibit A
Attorney Retainer Agreement

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Kings Creek I Community Development District (“**Client**”)
c/o Inframark
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

and

- B. Kutak Rock LLP (“**Kutak Rock**”)
107 West College Avenue
Tallahassee, Florida 32301

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Jere Earlywine	\$305
Associates	\$275
Contract Attorney	\$245
Paralegals	\$200

Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$10/hour per year.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**KINGS CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Its: _____

Date: _____

KUTAK ROCK LLP

By:  _____

Jere L. Earlywine

Date: February 9, 2024

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

RESOLUTION 2024-05

A RESOLUTION APPOINTING AN INTERIM DISTRICT ENGINEER FOR THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT, AUTHORIZING ITS COMPENSATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Kings Creek I Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District's Board of Supervisors ("**Board**") may contract for the services of consultants to perform planning, engineering, architectural or other appropriate services of a professional nature; and

WHEREAS, the Board desires to appoint an "Interim District Engineer" and to provide compensation for their services, until a formal request for qualifications for engineering services can be conducted;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:

1. APPOINTMENT OF INTERIM DISTRICT ENGINEER; COMPENSATION. The Interim Engineer is hereby appointed, and shall be compensated for its services, pursuant to the agreement attached hereto as **Exhibit A**, which is hereby approved. This authorization shall be continuing in nature until revoked by the District.

2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of May, 2024.

ATTEST:

**KINGS CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

Exhibit A: Interim Engineer Agreement

Exhibit A

Interim Engineer Agreement



Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard, Suite 600, Tampa FL 33602-5729

February 21, 2024

Kings Creek CDD
c/o Inframark
Attn: Brian Lamb
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

**RE: PROFESSIONAL SERVICES PROPOSAL
 KINGS CREEK COMMUNITY DEVELOPMENT DISTRICT
 ENGINEERS REPORTS**

Dear Mr. Lamb,

Attached please find our Professional Services Agreement associated with the subject project. If deemed acceptable to you, please sign the form on page 3 where required and return to our office at your earliest convenience. We will then send a fully executed copy to you for your records.

If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

Stantec Consulting Services Inc.

A handwritten signature in black ink, appearing to read "Tonja L. Stewart", written over a horizontal line.

Tonja L. Stewart, PE
Senior Project Manager
Civil Engineering
Ph: (813) 223-9500
Fax: (813) 223-0009
tonja.stewart@stantec.com

Att.: As noted



Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard, Suite 600, Tampa FL 33602-5729

February 21, 2024

TO: Kings Creek CDD
c/o Inframark
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

**RE: PROFESSIONAL SERVICES PROPOSAL
KINGS CREEK COMMUNITY DEVELOPMENT DISTRICT
ENGINEERS REPORTS**

OVERVIEW

1. The Kings Creek Community Development District ("Client") has requested that Stantec Consulting Services Inc. ("Consultant") provide a proposal for professional engineering services to prepare a Bond Issue Report of the District Engineer.
2. Support documents, i.e. legal descriptions, surveys, permits, and/or construction plans will be provided to Consultant for preparation and/or inclusion in the reports.

SCOPE OF SERVICES

200 Bond Validation and First Bond Issue Engineer's Report

Prepare for and attend all District meetings associated with the bond validation first bond issue and closing. Based on meetings with and documents provided by Developer of Kings Creek Community Development District, Stantec Consulting Services, Inc. (Stantec) will estimate development costs and prepare reports for bond validation and first bond issue.

201 Additional Engineers Reports

Stantec Consulting Services, Inc. will prepare subsequent Engineer's Reports as needed for additional bond issues throughout the development of the project. Consultant will prepare, submit, and modify Reports, as needed, to support the District's marketing of the project in the municipal bond market.

FEES

The compensation to be paid to Stantec Consulting Services for providing the services described in the Scope of Services shall be as follows:

Task	Description	Fee Type (See Note)	Fee Amount
200	Bond Validation and First Bond Issue Engineer's Report	Fixed	\$ 10,000
201	Additional Engineers Reports	Fixed	\$ 5,000
Total			\$ 15,000

NOTE:*Fixed Fee = Each***GENERAL CONDITIONS AND UNDERSTANDINGS**

The attached "Professional Services Terms and Conditions" shall govern the agreement.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

E-Verification

Pursuant to Section 448.095(2), Florida Statutes (the "Statute"),

- a. Consultant represents that Consultant is eligible to contract with the District, and is currently in compliance and will remain in compliance with the Statute for as long as it has any obligations under this Agreement, including, but not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Consultant has knowingly violated the Statute, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Consultant otherwise complied with its obligations thereunder, the District shall promptly notify the Consultant and the Consultant will immediately terminate its contract with the subcontractor.



If this Agreement is terminated in accordance with such requirements, then the Consultant will be liable for any additional costs incurred by the District.

A handwritten signature in black ink, appearing to read "Tonja L. Stewart".

Tonja L. Stewart, P.E.
Senior Project Manager

February 21, 2024

Date

A large, stylized handwritten signature in black ink, likely representing the Kings Creek Community Development District.

Kings Creek Community Development District, Title

2/21/24

Date



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.



FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.



SCHEDULE OF FEES

Effective January 1, 2024

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$ 117.00
Level 4	\$ 128.00
Level 5	\$ 146.00
Level 6	\$ 150.00
Level 7	\$ 160.00
Level 8	\$ 170.00
Level 9	\$ 176.00
Level 10	\$ 182.00
Level 11	\$ 198.00
Level 12	\$ 208.00
Level 13	\$ 219.00
Level 14	\$ 230.00
Level 15	\$ 244.00
Level 16	\$ 269.00
Level 17	\$ 278.00
Level 18	\$ 284.00
Level 19	\$ 295.00
Level 20	\$ 306.00
Level 21	\$ 324.00
1 Person Field Crew	\$ 145.00
2 Person Field Crew	\$ 200.00
3 Person Field Crew	\$ 255.00
4 Person Field Crew	\$ 310.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

February 13, 2024

VIA E-MAIL

Board of Supervisors of
Kings Creek I Community Development District
c/o Brian Lamb, as District Manager
Inframark, LLC
2005 Pan Am Circle, Suite #300
Tampa, Florida 33607

Re: Kings Creek I Community Development District Special Assessment Bonds, Series 2024 (the "Series 2024 Bonds") and subsequent issuances of Special Assessment Bonds (the "Bonds")

Dear Board of Supervisors:

GrayRobinson, P.A. would be pleased to serve as Bond Counsel and Disclosure Counsel to the Kings Creek I Community Development District (the "District") in connection with the proposed issuance of the Series 2024 Bonds and any subsequent issuances of Special Assessment Bonds by the District.

We would propose to perform all of the services customarily performed by bond counsel and disclosure counsel, including necessary tax analysis in connection with the issuance of the above-referenced Bonds under a trust indenture (which we shall prepare), the filing of necessary forms with the Internal Revenue Service (Form 8038-G), the preparation of all bond resolutions, assisting in the preparation of a preliminary and final limited offering memorandum and a continuing disclosure agreement, the drafting of all closing papers and the delivery of our customary tax-exempt and 10b-5 opinions.

For our services as bond counsel and disclosure counsel, we would propose legal fees of \$85,000 in the aggregate for the Series 2024 Bonds. We would propose the same fee with respect to any subsequent issuance(s) of Bonds. We also will seek reimbursement of our reasonable documented expenses, which shall not exceed \$500 without your prior written approval. Our legal fees and expenses shall be payable at, and contingent upon, the closing of the Series 2024 Bonds (other than our expenses which are not contingent on the closing of the Series 2024 Bonds) and similarly with respect to the closing on any subsequent Bonds. Our out-of-pocket expenses, for which we will bill the District at the time of delivery of the Series 2024 Bonds or any other Bonds, as applicable, will not include the cost of preparing the final bond transcripts. Such item will be a post-closing matter and will be billed to the District at cost. Our fees assume that the requirements of Circular 230 will not be applicable to the Series 2024 Bonds or the Bonds; but in any event could not exceed the above stated amounts without notice to the Board of Supervisors.

The District has the right to terminate our representation for any reason at any time and assign this agreement to another law firm. We reserve the same right to terminate upon giving reasonable notice. Among the reasons which might lead us to conclude that we should terminate our representation are (1) a failure to be forthright, cooperative or supportive of our effort; (2) the misrepresentation of, or failure or refusal to, disclose material facts to us; (3) the failure or refusal to accept our advice; (4) the discovery of a conflict of interest with another client; or (5) any other reason permitted or required under the rules of professional conduct governing the legal profession. Upon any termination of our

February 13, 2024

Page 2

representation, we will submit a statement for services rendered and costs incurred to the date of termination, payable in full upon receipt. This statement will be based on the pro rata amount of work done by us to the point of termination to the total work required to be done to close the issue.

Lastly, it is our understanding the FMSbonds, Inc. will serve as underwriter of the Series 2024 Bonds and any subsequent Bonds. Our firm currently represents FMSbonds, Inc. in other matters. Although this representation does not create a legal conflict, we wanted to bring this representation to your attention in full disclosure.

If these terms are acceptable to you, please indicate by signing below on the extra copy of this letter enclosed and return the same to me. If you have any questions, please feel free to give me a call. We look forward to the opportunity to work with you on this financing.

Sincerely,

/s/ Brian Fender

Brian J. Fender
Attorney At Law

KINGS CREEK I COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Name: _____
Title: _____

fmsbonds
Municipal Bond Specialists

20660 W. Dixie Highway
North Miami Beach, FL 33180

May 13, 2024

Kings Creek I Community Development District
c/o Inframark
2005 Pan Am Circle, Suite # 300
Tampa, Florida 33607
Attn: Mr. Brian Lamb

Re: Agreement for Underwriter Services & Rule G-17 Disclosure

Dear Mr. Lamb:

Thank you for the opportunity to work with the Kings Creek I Community Development District (the "Issuer") regarding the underwriting of the Issuer's Special Assessment Bonds, Series 2024 and future series of bonds (the "Bonds"). The Issuer and FMSbonds, Inc. ("FMS"), solely in its capacity as underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

Agreed to and accepted as of the date first written above:

KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

ATTACHMENT I

Section 1 Scope of Services of FMS: FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the Issuer on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

Section 2 Terms and Conditions:

1. Underwriter Fee ("Underwriting Fee"). FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 2% of the par amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.
2. Price and Interest Rates: The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the Issuer will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.
3. Bond Purchase Agreement. The obligations of the Underwriter and those of the Issuer would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.
4. Costs of Issuance. The Issuer shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.
5. Assumptions. The proposed terms and statements of intention set forth in this attachment are based on information currently available to FMS about the Issuer and the market for special assessment bonds similar to the Bonds and the assumptions that:

- a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;
 - b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the Issuer and the primary landowner and developer;
 - c) the offering memorandum will comply with all applicable laws and regulations;
 - d) there will not be any unanticipated substantial delays on the part of the Issuer in completing the transaction; and
 - e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.
6. Information. The Issuer agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the Issuer. To assist FMS in the underwriting the Issuer will (a) provide and cause the Issuer's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the Issuer and its advisors and the primary landowner and developer; and (b) otherwise assist FMS in its underwriting efforts.
7. Term of Engagement. The term of our engagement shall commence as of the date the covering letter is executed by the Issuer and continue in full force and effect unless terminated by either party. In event of termination by the Issuer without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.
8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the Bonds.

The engagement contemplated hereby is solely for the benefit of the Issuer and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

This engagement contains the entire understanding of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations with respect thereto.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a financial advisor or municipal advisor.

ATTACHMENT II

MSRB Rule G-17 Disclosure --- The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the "Bonds"). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.
- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director



U.S. Bank Trust Company, N.A.
Global Corporate Trust Group
225 E. Robinson Street, Suite 250
Orlando, FL 32801

Leanne M. Duffy
Vice President
Email: leanne.duffy@usbank.com
Phone: 407-835-3807 Fax: 407-835-3814

May 14, 2024

Inframark
Attn: Brian Lamb
2005 Pan Am Circle, Ste. #300
Tampa, FL 33607

Re: Proposal to serve as Trustee, Paying Agent and Registrar for Kings Creek I Community Development District Series 2024

Dear Brian:

On behalf of U.S. Bank National Association, I am pleased to submit our proposal to provide Trustee, Registrar and Paying Agent Services for the Kings Creek I Community Development District.

By way of background, U.S. Bank is the fifth largest and strongest bank in the United States and is the top ranked provider for municipal corporate trust services both nationally and locally in the state of Florida. In Florida, U.S. Bank has maintained the number one ranking on municipal issuances for fourteen consecutive years.

U.S. Bank has made a long-term commitment to remain in the corporate trust business and to expand its corporate trust services through acquisitions and the establishment of offices in key areas. The following are just a few of the many advantages that make U.S. Bank Global Corporate Trust an excellent choice for corporate trust services:

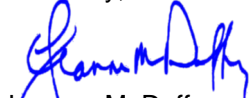
- Trust officers with extensive experience in working with all parties of the financing team.
- Local presence through our Orlando, Jacksonville and South Florida offices to ensure responsiveness for you and the bondholders.

U.S. Bank now offers our clients Pivot, a web-based secure and centralized online platform which provides real-time deal and account information that matters most. Pivot is a customizable, user-friendly interface, developed by experts and fully supported by our team of specialists. With easy online access to real-time account data and analysis tools, our updated platform increases efficiency and gives our clients confidence to make strategic decisions that enhance their operations. Pivot features include straightforward account summary dashboard, document delivery with notification tools, quick view and multi-level data summaries with efficient shortcuts, customizable data-reporting automation and account grouping, large data download capabilities, reference to 15 months of historical data, comprehensive training, tech assistance and support. For a video demonstration, click the YouTube link:

<https://youtu.be/YV8AwThDRbU>

We look forward to working with Kings Creek I Community Development District and continuing growing our strong banking relationship. Should you have any questions, please do not hesitate to call me directly at (407) 835-3807 or via email at leanne.duffy@usbank.com.

Sincerely,



Leanne M. Duffy
Client Manager





Kings Creek I Community Development District Capital Improvement Bonds, Series 2024

Acceptance Fee

\$2,000/per Series one-time fee

Covers review of documents, participation in document conferences, establishing records/accounts, authentication/delivery of bonds, receipt of funds, establishment of procedures and ticklers necessary to perform our duties and monitor the various terms and covenants in the financing documents.

Trustee Administration Fee*

**\$3,950 Annually-Payable in Advance
\$2,950 per additional series**

Maintenance of records in connection with the control of the bonds outstanding; review and compliance of document provisions; receive, pay out and control the movement of funds; pay periodic interest and principal; and prepare periodic accountings and reports. Bond Registrar and Paying Agent services are included. Standard Trustee disclosure information is provided in our services.

Pivot

Waived

Pivot provides our clients the real-time deal and account information that matters most. Through a customizable, user-friendly interface, Pivot offers our clients a secure and centralized online platform.

Out of Pocket Expenses

Billed at Cost

Legal Fees

\$6,000 estimated, Billed at Cost

Any additional ongoing legal fees and expenses would be billed at cost.

Incidental Expenses

7.75% of Annual Trustee Administration Fee, Payable in Arrears

Incidental expenses, such as, travel and closing expenses, wires, postage, copies, mailings, courier expenses, etc.

Extraordinary Expenses / Other Services

Billed at Cost

Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for document amendments and substitutions, tenders, optional redemptions, UCC filings, investment agreements, outside held money market funds, default administration, wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank Trust Company, N.A. within 45 days may result in interest being charged on amounts owed to U.S. Bank Trust Company, N.A. for extraordinary administration services fees and expenses at the prevailing market rate.

* The quoted fee does not include services as Disclosure Agent pursuant to Securities & Exchange commission Rule 15c12- 12, as amended. U.S. Bank Trust Company, N.A. will discuss this service with the Obligor if applicable pursuant to the terms of the bond issues.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to the client directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a nonindividual person such as a business entity, a charity, a trust or other legal entity, we ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

RESOLUTION 2024-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK I
COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND
APPROVING THE RECORDING OF THE NOTICE OF ESTABLISHMENT FOR THE KINGS
CREEK I COMMUNITY DEVELOPMENT DISTRICT.**

WHEREAS, the Kings Creek I Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District was established by Jacksonville City Ordinance No. _____ ("**Ordinance**"); and

WHEREAS, Section 190.0485, *Florida Statutes*, requires a "Notice of Establishment" to be recorded within thirty (30) days after the effective date of the Ordinance; and

WHEREAS, the organizational meeting of the District's Board of Supervisors was scheduled for May 22, 2024 (hereinafter, "**Organizational Meeting**"); and

WHEREAS, the District authorized District Staff to arrange for the recording of a "Notice of Establishment of the Kings Creek I Community Development District" in the County Official Records to ensure compliance with Florida law; and

WHEREAS, prior to the date of the Organizational Meeting, District Staff arranged for the recording of the "Notice of Establishment of the Kings Creek I Community Development District" in the County Official Records.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:**

1. RATIFICATION OF ACTIONS. The actions of District Staff in the filing of the Notice of Establishment of the Kings Creek I Community Development District are hereby ratified, confirmed and approved.

2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of May 2024.

ATTEST:

**KINGS CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

RESOLUTION 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT ALLOCATING THE COMPENSATION OF THE BOARD MEMBERS.

WHEREAS, Kings Creek I Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Jacksonville, Florida; and

WHEREAS, the Board of Supervisors of the District (hereinafter the “Board”) has elected to allocate the compensation of the Board;

WHEREAS, the Board desires now to accept or decline compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. The Board of Supervisors of Kings Creek I authorizes the acceptance of payment of \$200.00 per meeting to Board members with a not-to-exceed amount of \$4,800.00 annually and/or the waiving of the above payments.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 22ND DAY OF MAY 2023.

ATTEST:

**KINGS CREEK I
COMMUNITY DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairman / Vice Chairman

RESOLUTION 2024-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK I
COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY FOR
REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES; AND PROVIDING
FOR SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, the Kings Creek I Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, Section 112.061, *Florida Statutes*, establishes standard travel reimbursement rates, procedures and limitations applicable to all public officers, employees and authorized persons whose travel is authorized and paid for by a public agency; and

WHEREAS, the District desires to adopt a Policy for Reimbursement of District Travel Expenses ("**Travel Reimbursement Policy**") pursuant to the provisions of Section 112.061, *Florida Statutes*; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the Travel Reimbursement Policy for immediate use and application.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:**

1. POLICY. The District hereby adopts the Travel Reimbursement Policy, attached hereto as **Exhibit A**.

2. SEVERABILITY. If any provision of this Resolution or the Travel Reimbursement Policy is held to be illegal or invalid, the other provisions shall remain in full force and effect.

3. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22nd day of May, 2024.

ATTEST:

**KINGS CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

EXHIBIT A

KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES

1.0 GENERAL PROVISIONS.

- 1.1** The usual, ordinary, and incidental travel expenditures necessarily incurred by District board members, employees, consultants, or advisors in the performance of their official duties shall be reimbursed by the Kings Creek I Community Development District ("**District**").
- 1.2** Except as otherwise provided, prior authorization for travel is not required, but reimbursable expenses will be limited to those expenses incurred in the performance of official duties undertaken in connection with such public purposes as the District has been authorized by law to perform.
- 1.3** All claims submitted for reimbursement must be accompanied by a written statement that they are true and correct as to every material matter.

2.0 TRANSPORTATION.

- 2.1** All travel must be by a reasonably direct or usually traveled route. In the event a person travels by an indirect route for his/her own convenience, any additional cost shall be borne by the traveler and reimbursement for expenses shall be based on the usually traveled route.
- 2.2** Commercial travel shall be by the most economical method, tourist or coach class. First class rates will be paid only in the event that a statement is attached to the claim certifying that tourist or coach seating was unavailable.
- 2.3** When available without penalty for cancellation, travelers should take advantage of discount fares.
- 2.4** Transportation by common carrier when traveling on official business and paid for by the traveler shall be substantiated by a receipt.
- 2.5** Rental car expenses shall be substantiated by a copy of the rental agreement.
- 2.6** Whenever travel is by a privately-owned vehicle, the traveler shall be entitled to a mileage allowance at the fixed rate per mile as established by the IRS. Should the IRS increase the mileage allowance, the District shall, without further action, be permitted to reimburse travelers at the increased rate. As of January 1, 2023, the mileage rate is 65.5 cents per mile.

2.7 All mileage shall be from point of origin to point of destination. When travel commences from a location other than the traveler's official headquarters, mileage shall be calculated on the basis of the distance from the headquarters city to the point of destination, unless the actual distance is shorter. Vicinity mileage necessary for conduct of official business is allowable, but must be identified as a separate item on the claim for reimbursement of expenses.

2.8 No traveler shall be allowed either mileage or transportation expense when he/she is gratuitously transported by another person, or when he/she is transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for his/her fare for such transportation up to the cost of a commercial airline ticket for the same flight if one is available, even though the owner or pilot of the aircraft is also entitled to transportation expense for the same flight.

3.0 INCIDENTAL EXPENSES.

3.1 Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees, and business-related telephone, telegraph, and facsimile charges shall also be reimbursed if substantiated by receipts.

3.2 Registration fees and other actual and necessary expenses for conventions, conferences and seminars which will serve a direct public purpose related to District activities will be considered reimbursable if persons attending such meetings receive prior approval. In the event room or meal expenses are included in the registration fee, reimbursement for these expenses will be reduced accordingly.

RESOLUTION 2024-09

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the King Creek I Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District desires to designate its primary administrative office as the location where the District's public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District's Record's Custodian in order to provide citizens with the ability to access the District's records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District's principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:

1. PRIMARY ADMINISTRATIVE OFFICE. The District's primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at the offices of the primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at c/o Inframark, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607

2. PRINCIPAL HEADQUARTERS. The District's principal headquarters for purposes of establishing proper venue shall be located c/o Inframark, 12574 Flagler Center Boulevard, Suite 101 Jacksonville, FL 32258, and within the City of Jacksonville in Duval County, Florida.

3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 22nd day of May 2024.

ATTEST:

**KINGS CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

RESOLUTION 2024-10

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE KINGS CREEK I
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE
LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Kings Creek I Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Jacksonville, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. The District’s local records office shall be located at:
12574 Flagler Center Boulevard,
Suite 101 Jacksonville, FL 32258.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this **22nd** day of May, 2024.

ATTEST:

**KINGS CREEK I COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair, Board of Supervisors

RESOLUTION 2024-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Kings Creek I Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, Section 1.2(2) of the District's Proposed Rules of Procedure appoints the Secretary of the District as the District's records custodian; and

WHEREAS, Section 257.36(5), Florida Statutes, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer ("**Records Management Liaison Officer**"); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District's records custodian to appoint a Records Management Liaison Officer, which may or may not be the District's records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District's Board of Supervisors ("**Board**") finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy ("**Policy**") for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:

1. APPOINTMENT OF OFFICER. The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason.

Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

2. DUTIES. The duties of the Records Management Liaison Officer shall include the following:

- A. serve as the District's contact with the Florida Department of State, State Library and Archives of Florida; and
- B. coordinate the District's records inventory; and
- C. maintain records retention and disposition forms; and
- D. coordinate District records management training; and
- E. develop records management procedures consistent with the attached Records Retention Policy, as amended; and
- F. participate in the development of the District's development of electronic record keeping systems; and
- G. submit annual compliance statements; and
- H. work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I. such other duties as may be assigned by the Board or the District's records custodian in the future.

3. ADOPTION OF POLICY. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), Florida Statutes, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, Florida Statutes, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

4. SEVERABILITY. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

5. EFFECTIVE DATE. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed. Furthermore, upon its passage this resolution supersedes any Records Retention Policy previously adopted by the District.

PASSED AND ADOPTED this 22nd day of May, 2024.

ATTEST:

**KINGS CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

RESOLUTION 2024-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2023-2024 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Kings Creek I Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2023-2024 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING ANNUAL MEETING SCHEDULE.** The Fiscal Year 2023-2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of May, 2024.

ATTEST:

**KINGS CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

Comp. Exhibit A: Fiscal Year 2023-2024 Annual Meeting Schedule

EXHIBIT "A"

BOARD OF SUPERVISORS MEETING DATES KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023-2024

The Board of Supervisors of the Kings Creek I Community Development District will hold their regular meetings for Fiscal Year 2023-2024 at 12574 Flagler Center Boulevard, Suite 101 Jacksonville, FL 32258, at 2:00 pm. unless otherwise indicated as follows;

Tentative Dates are for the fourth Thursday of each month*

May 22, 2024

June 26, 2024

July 24, 2024

August 28, 2024

September 25, 2024

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Inframark, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 or by calling (813) 873-7300.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (813) 873-7300 at least 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 Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the 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.

District Manager

RESOLUTION 2024-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR A LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Kings Creek I Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Duval County, Florida; and

WHEREAS, the District's Board of Supervisors ("Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, Florida Statutes; and

WHEREAS, the effective date of Ordinance No. _____ establishing the District was May 15, 2024; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on a date established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. In accordance with Section 190.006(2), Florida Statutes, the meeting of the landowners to elect five (5) supervisors of the District, shall be held on June 26, 2024, at 2:00 p.m. at offices of Inframark located at 12574 Flagler Center Boulevard, Suite 101 Jacksonville, FL 32258.

Section 3. The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Section 190.006(2)(a), Florida Statutes.

Section 4. Pursuant to Section 190.006(2)(b), Florida Statutes, the landowners' meeting and election has been announced by the Board at its May 22, 2024 meeting. A sample notice of landowners' meeting and election, proxy, ballot form, and instructions were presented at such meeting and are attached hereto as **Composite Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at the office of the District Manager, Inframark, LLC located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.

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

PASSED AND ADOPTED ON May 22, 2024.

Attest:

**Kings Creek I Community
Development District**

Brian Lamb, Secretary

Chairman

RESOLUTION 2024-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Kings Creek I Community Development District (“**District**”) was recently established by Jacksonville, Florida effective _____; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors of the Kings Creek I Community Development District (“**Board**”) the proposed operating budget for Fiscal Year 2023/2024; and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:

1. APPROVING PROPOSED BUDGET. The operating budget proposed by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

2. SETTING HEARING. The public hearing on the approved budget is hereby declared and set for the following date, hour and location:

3.

DATE:	July 23, 2024
HOOR:	2:00 p/m
LOCATION:	The offices of Inframark 12574 Flagler Center Boulevard, Suite 101 Jacksonville, FL 32258

4. TRANSMITTAL; POSTING; NOTICE. The District Manager is hereby directed to submit a copy of the proposed budget to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2. If the District does not have its own website, the District’s Secretary is directed to transmit the approved budget to the manager or administrator of the local general purpose unit(s) of government for posting on the applicable website(s). Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

PASSED AND ADOPTED this 22nd day of May, 2024.

ATTEST:

**KINGS CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

**KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 BUDGET FUNDING AGREEMENT**

This Agreement ("**Agreement**") is made and entered into this ____ day of _____, 2024, by and between:

KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Inframark, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 ("**District**"), and

EPG JAX, LLC, a Florida limited liability company, and the developer of the lands in the District ("**Developer**") with a mailing address of 111 S. Armenia Ave, Tampa, Florida 33609.

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2023/2024, which year concludes on September 30, 2024; and

WHEREAS, this general fund budget, which the parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2023/2024 budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies ("**Funding Obligation**") necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer's consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund the actual expenses of the District, and the Developer is not required to fund the total general fund budget in the event that actual expenses are less than the projected total general fund budget set forth in **Exhibit A**. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments in the event of a funding deficit.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among 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 by an instrument in writing which is executed by both of the parties hereto.

3. **AUTHORIZATION.** 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 of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by either party under this 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.

6. **ENFORCEMENT.** In the event that any 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 attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **THIRD PARTY BENEFICIARIES.** 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.

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among the parties as 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 each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**KINGS CREEK I COMMUNITY DEVELOPMENT
DISTRICT**

Chairperson, Board of Supervisors

EPG JAX, LLC

By: _____
Its: _____

Exhibit A: Fiscal Year 2023/2024 General Fund Budget

Exhibit A

Fiscal Year 2023/2024 General Fund Budget

RESOLUTION 2024-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Kings Creek I Community Development District ("**District**") was recently established by Jacksonville, Florida effective _____; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors of the Kings Creek I Community Development District ("**Board**") the proposed operating budget for Fiscal Year 2023/2024; and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:

1. APPROVING PROPOSED BUDGET. The operating budget proposed by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

2. SETTING HEARING. The public hearing on the approved budget is hereby declared and set for the following date, hour and location:

3.

DATE: July 23, 2024
HOUR: 2:00 p.m
LOCATION: The offices of Inframark
12574 Flagler Center Boulevard, Suite 101
Jacksonville, FL 32258

4. TRANSMITTAL; POSTING; NOTICE. The District Manager is hereby directed to submit a copy of the proposed budget to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2. If the District does not have its own website, the District's Secretary is directed to transmit the approved budget to the manager or administrator of the local general purpose unit(s) of government for posting on the applicable website(s). Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

PASSED AND ADOPTED this 22nd day of May, 2024.

ATTEST:

**KINGS CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

RESOLUTION 2024-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT’S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Kings Creek I Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the Board of Supervisors of the District (“**Board**”) to levy, collect and enforce special assessments pursuant to Chapters 170 and 190, *Florida Statutes*; and

WHEREAS, the District desires to use the uniform method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes* (“**Uniform Method**”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:

1. PUBLIC HEARING. A Public Hearing will be held on the District’s intent to adopt the Uniform Method on July 23, 2024, at 2:00 p.m., at offices of Inframark located at 12574 Flagler Center Boulevard, Suite 101 Jacksonville, FL 32258.

2. PUBLICATION. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of May, 2024.

ATTEST:

KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

RESOLUTION 2024-17

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK I
COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF
PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING
FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, Kings Creek I Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District's Board of Supervisors ("**Board**") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KINGS
CREEK I COMMUNITY DEVELOPMENT DISTRICT:**

1. PUBLIC HEARING. A Public Hearing will be held to adopt the District's Rules of Procedure on July 23, 2024, 2024, at 2:00 p.m. at the offices of Inframark located at 12574 Flagler Center Boulevard, Suite 101 Jacksonville, FL 32258.

2. PUBLICATION. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of May, 2024.

ATTEST:

KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

RESOLUTION 2024-18

A RESOLUTION SETTING FORTH THE POLICY OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors ("**Board**") and the officers and staff of the Kings Creek I Community Development District ("**District**") are constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

WHEREAS, it is absolutely essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Board and its officers and staff is maintained at a minimum; and

WHEREAS, the Board wishes to formalize a policy with regard to the support and legal protection of the Board and its officers and staff so as to reduce the threat of personal liability to such individuals and allow for an effective decision-making environment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT THAT:

1. **INDEMNITEES.** As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members, officers and staff (together, "**Indemnitees**") of the District shall be provided the benefit of the indemnification, support and legal defense provisions provided in this Resolution:

- a. All members of the Board of Supervisors; and
- b. Secretary and Assistant Secretaries, Treasurer and Assistant Treasurers, and other District officers, as well as District Staff (e.g., the District Manager, the District Engineer, and the District Counsel).

2. **SCOPE OF ACTIONS.** As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, Florida Statutes, the District hereby agrees to provide legal representation to defend any and all civil actions of any kind arising from a complaint for damages or injuries suffered as a result of any action or omission of action of all Indemnitees, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Indemnitee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Indemnitee for an act or omission under color of state law, custom or usage, wherein it is alleged that such Indemnitee has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. § 1983 or other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against an Indemnitee from the performance of their official duties while serving a public purpose, including civil, administrative or criminal actions as permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the State does

not through its laws protect the Board and its officers from liability, the District is committed to doing so to the extent described in this Resolution and as permitted by law.

3. **INSURANCE.** The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit that directly results from a decision or act made by an Indemnitee while performing the duties and functions of his or her position.

4. **GOOD FAITH.** This Resolution is intended to evidence the District's support of Indemnitees who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his or her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the Indemnitee(s) in question are each presumed to have acted within the scope of his or her office and are presumed to be acting in good faith, without a malicious purpose and not in a manner exhibiting wanton and willful disregard of human rights, safety or property. The District's Board of Supervisors may overcome this presumption only by unanimous vote of those participating and voting, in accordance with Section 7 herein.

5. **ADVERSE FINDING.** In the event that the District has expended funds to provide an attorney to defend an Indemnitee who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

6. **PAYMENT.** The District agrees to pay any final judgment, including damages, fines, penalties or other damages, costs, and attorneys' fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnitee as described in Section 111.07, Florida Statutes. If the action arises under Section 768.28, Florida Statutes, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. § 1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph, provided, however, that the District determines such compromise or settlement to be in the District's best interest.

7. **REBUTTAL OF GOOD FAITH PRESUMPTION.** To rebut the presumption of the automatic payment of judgments or provision of legal representation pursuant to this Resolution, at least one of the following determinations shall be made by a unanimous decision of the District's Board of Supervisors participating and voting:

- a. The actions of the Indemnitee were outside the scope of his or her duties and authority;
or
- b. The acts or omissions of the Indemnitee constituted bad faith, malicious purpose, intentional infliction of harm or were done in a manner exhibiting wanton and willful disregard of human rights, safety or property; or
- c. The Indemnitee received financial profit or advantage to which he or she was not legally entitled.

8. **PROCEDURE.** To ensure the provision of legal representation pursuant to this Resolution, the following must be met:

- a. A copy of the summons, complaint, notice, demand letter or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint, must be delivered to the District Chairman, Vice Chairman, District Manager or District Counsel within thirty (30) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Indemnitee; and
- b. The Indemnitee must cooperate continuously and fully with the District in the defense of the action.

9. **LIMITATIONS.** Any indemnification, legal defense or other protection provided pursuant to this representation shall not extend to:

- a. Consulting or other outside professional or business activities for which the Indemnitee received financial or other material compensation, which are outside the scope of his or her District duties and authority; and
- b. Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 1(b) of this Resolution, unless the Board votes to authorize such indemnification, legal defense, or other protection; and
- c. Any fine, penalty or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and
- d. Claims brought against the Indemnitee by the District's Board of Supervisors; and
- e. Any indemnification or defense prohibited by law.

10. **RETENTION OF COUNSEL.** In the event legal representation or defense is provided pursuant to this Resolution, the Indemnitee may either:

- a. Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or
- b. Retain legal counsel chosen by the Indemnitee, in which case the District shall have the right to:
 - i. Approve, in advance, any agreement for legal fees or disbursements; and
 - ii. Pay all or part of the legal fees, costs and other disbursements and to set a maximum for legal fees, costs and other disbursements; and
 - iii. Direct the defense and settle or compromise the action or claim; and
 - iv. Reduce or offset any monies that may be payable by the District by any

court costs or attorneys' fees awarded to the Indemnitee.

11. **NO ENLARGEMENT OF RIGHTS.** The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

12. **HEIRS AND REPRESENTATIVES.** To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives and estate of the Board member and/or officer.

13. **MODIFICATIONS.** The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification or withdrawal of this Resolution.

14. **EFFECTIVE DATE.** This Resolution shall be effective as of its adoption on the date listed below and shall apply to any acts or omissions occurring after that date.

PASSED AND ADOPTED this 22nd day of May, 2024.

ATTEST:

**KINGS CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

RESOLUTION 2024-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Kings Creek I Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District's Board of Supervisors ("**Board**") is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280 and has been designated by the State Treasurer as a qualified public depository; and

WHEREAS, the Board desires to designate a public depository for the District funds.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT THAT:

1. DESIGNATION OF PUBLIC DEPOSITORY. Truist Financial hereby designated as the public depository for District funds. In accordance with Section 280.17(4), *Florida Statutes*, the District's Secretary is directed to furnish to the State Treasurer prior to the deposit of any public funds, the District's official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts. The District's Treasurer, upon assuming responsibility for handling the District funds, is directed to furnish to the State Treasurer annually the information required in accordance with Section 280.17(3), *Florida Statutes*.

2. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22nd day of May 2024.

ATTEST:

**KINGS CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

RESOLUTION 2024-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE DISTRICT MANAGER TO ESTABLISH A LOCAL BANK ACCOUNT AND APPOINT SIGNORS ON THE ACCOUNT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Kings Creek I Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District's Board of Supervisors desires to establish a local bank account for the District and appoint the Chairman, Vice Chairman, Secretary, and Treasurer as signors on the account.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT THAT:

1. **DESIGNATING AUTHORIZED SIGNATORIES.** The District Manager is directed to establish a local bank account at Truist Financial for the District. The Chairman, Vice Chairman, Secretary, Assistant Secretaries, and Treasurer are hereby designated as authorized signatories for the operating bank account(s) of Kingston One Community Development District.

2. **EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22nd day of May 2024.

ATTEST:

**KINGS CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

RESOLUTION 2024-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Kings Creek I Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, section 190.011(5), *Florida Statutes*, authorizes the District to adopt resolutions that may be necessary for the conduct of District business; and

WHEREAS, the District's Board of Supervisors ("**Board**") meets as necessary to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board may establish monthly, quarterly or other meeting dates not on a monthly basis, or may cancel scheduled meetings from time to time; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:

1. CONTINUING EXPENSES. The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

- a) The invoices must be due on or before the next scheduled meeting of the Board.
- b) The invoice must be pursuant to a contract or agreement authorized by the Board.
- c) The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.
- d) The invoice amount will not cause payments to exceed the adopted budget of the District.

2. NON-CONTINUING EXPENSES. The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are (i) required to provide for the health, safety, and welfare of the residents within the District; or (ii) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, or (iii) are necessary to avoid an unnecessary expense that may be imposed on the District in connection with a District project; or (iv) are for routine services performed on an annual basis and the amount of such services is reflected in the District's annual budget, or (v) are otherwise for an emergency circumstance, pursuant to the following schedule:

- a) Non-Continuing Expenses Not Exceeding \$5,000 - with approval of the District Manager; and
- b) Non-Continuing Expenses Exceeding \$5,000 - with approval of the District Manager and Chairperson of the Board (or Vice Chairperson in the Chairperson's absence).

3. BOARD RATIFICATION. Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.

4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of May, 2024.

ATTEST:

**KINGS CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

RESOLUTION 2024-22

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK I
COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ALTERNATIVE
INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF
AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, IN
ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES**

WHEREAS, the Board of Supervisors ("Board") of the Kings Creek I Community Development District ("**District**"), is required to adopt an investment policy in accordance with Section 218.415, Florida Statutes; and

WHEREAS, the Board desires to adopt the alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, Florida Statutes.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:**

1. **ADOPTION OF ALTERNATIVE INVESTMENT GUIDELINES.** The District hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415(17), Florida Statutes. The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates:

- a. The Local Government Surplus Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes.
- b. Securities and Exchange Commission registered money market funds with the highest quality rating from nationally recognized rating agency.
- c. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, Florida Statutes.
- d. Direct obligations of the U.S. Treasury.

2. **LIQUIDITY.** Securities listed in paragraphs c. and d. shall be invested to provide sufficient liquidity to pay obligations as they come due.

3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of May, 2024.

ATTEST:

**KINGS CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

RESOLUTION 2024-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Kings Creek I Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT THAT:

1. **RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 22nd day of May 2024.

ATTEST:

**KINGS CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement

RESOLUTION 2024-24

A RESOLUTION OF THE BOARD OF SUPERVISORS OF KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Kings Creek I Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 286.0114, *Florida Statutes*, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

WHEREAS, Section 286.0114, *Florida Statutes*, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

WHEREAS, the District's Board of Supervisors ("**Board**") finds that it is in the best interests of the District to adopt by resolution a policy ("**Public Comment Policy**") for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:

1. DESIGNATING PUBLIC COMMENT PERIODS. The District's Chairperson, his or her designee, or such other person conducting a District meeting ("**Presiding Officer**"), shall ensure that there is at least one period of time ("**Public Comment Period**") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

- a) An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.
- b) Speakers shall be permitted to address any agenda item or non-agenda matter(s) of personal or general concern, during the initial Public Comment Period.
- c) Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker's time.
- d) The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, Florida Statutes. The Presiding Officer may

also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD. Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to proving any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such Sections to District workshops.

3. PUBLIC DECORUM. The following policies govern public decorum at public meetings and workshops:

- a) Each person addressing the Board shall proceed to the place assigned for speaking, and should state his or her name and address in an audible tone of voice for the public record.
- b) All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.
- c) Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior, and from making vulgar or threatening remarks. Speakers shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.
- d) In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:
 - i. The Presiding Officer may declare a recess.
 - ii. The Presiding Officer may contact the local law enforcement authority.
 - iii. In case the person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, Florida Statutes, or other applicable law.

4. EXCEPTIONS. The Board recognizes and may apply all applicable exceptions to Section 286.0114, including those set forth in Section 286.0114(3) and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

5. SEVERABILITY. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed. Furthermore, upon its passage this Resolution supersedes any Public Comment Policy previously adopted by the District.

PASSED AND ADOPTED this 22nd day of May, 2024.

ATTEST:

**KINGS CREEK I COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant

Chairperson/Vice, Board of Supervisors

RESOLUTION 2024-25

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE KINGS CREEK I
COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERNAL CONTROLS
POLICY CONSISTENT WITH SECTION 218.33, *FLORIDA STATUTES*; PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, the Kings Creek I Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida*; and

WHEREAS, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

WHEREAS, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:**

- 1. POLICY.** The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.
- 2. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
- 3. EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22nd day of May, 2024.

ATTEST:

**KINGS CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

EXHIBIT "A"

KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT INTERNAL CONTROLS POLICY

1. Purpose.

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Kings Creek I Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
 - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
 - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
 - 1.2.3. Support economical and efficient operations.
 - 1.2.4. Ensure reliability of financial records and reports.
 - 1.2.5. Safeguard Assets (as hereinafter defined).

2. Definitions.

- 2.1. "Abuse" means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. "Assets" means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. "Auditor" means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. "Board" means the Board of Supervisors for the District.
- 2.5. "District Management" means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.
- 2.6. "Fraud" means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity's assets, bribery,

or the use of one's position for personal enrichment through the deliberate misuse or misapplication of an organization's resources.

2.7. "Internal Controls" means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.

2.8. "Risk" means anything that could negatively impact the District's ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.

2.9. "Waste" means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

3. Control Environment.

3.1. Ethical and Honest Behavior.

3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.

3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.

3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

4. Risk Assessment.

4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management's Risk assessments shall include, but not be limited to:

4.1.1. Identifying potential hazards.

4.1.2. Evaluating the likelihood and extent of harm.

4.1.3. Identifying cost-justified precautions and implementing those precautions.

5. Control Activities.

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

- 5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.
- 5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
- 5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.
- 5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).
- 5.1.1.5. Maintaining a schedule of the District's material fixed Assets.
- 5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).
- 5.1.1.7. Retaining and restricting access to sensitive documents.
- 5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

- 5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
- 5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.
- 5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.
- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
- 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.

5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.

5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

6. Information and Communication.

6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.

6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

7. Monitoring Activities.

7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:

7.1.1.1. Review its operational processes.

7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.

7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.

7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and

make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

Specific Authority: §§ 190.011(5), 218.33(3), *Florida Statutes*

Effective date: _____

RESOLUTION 2024-26

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Kings Creek I Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Jacksonville, Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution *Prompt Payment Policies and Procedures*, attached hereto as **Exhibit A** (“Policies”), as may be amended or updated from time to time for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Policies, attached hereto as **Exhibit A**, are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Policies shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Policies shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22nd day of May, 2024.

ATTEST:

**KINGS CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

_____, 2024

Kings Creek I Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) ("PPA"), the purpose of the Kings Creek I Community Development District ("District") Prompt Payment Policies and Procedures ("Policies & Procedures") is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is _____. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone 813-873-7300), email: _____.

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

Kings Creek I Community Development District
c/o Inframark
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Attn: District Manager

2. Email Address

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the

corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

MASTER REPORT OF THE DISTRICT ENGINEER

PREPARED FOR:

BOARD OF SUPERVISORS
KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:

Tonja Stewart, P.E.
Florida License #47704
STANTEC CONSULTING SERVICES INC.
777 S. Harbour Island Blvd. #600
Tampa, Florida 33602

May 2024

KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT

MASTER REPORT OF THE DISTRICT ENGINEER

1. INTRODUCTION

The purpose of this report is to provide a description of the capital improvement plan (“**CIP**”), and estimated costs of the CIP, for the Kings Creek I Community Development District (“**District**”).

2. GENERAL SITE DESCRIPTION

The District consists of 1,198.18 acres and is located entirely within the City of Jacksonville, Florida. The site is generally located south of LEM Turner Road and east of New Kings Road, and it is bisected by Braddock Road.

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the entire development. The following chart shows the planned product types for the District:

PRODUCT TYPES

Product Type	Total Units
Townhomes	64
40' Wide	534
50' Wide	335
Total	933

The public infrastructure for the project is as follows:

Roadway Improvements:

The CIP includes subdivision roads within the District. Generally, all roads will be 2-lane subdivision streets with periodic roundabouts. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. All roads will be designed in accordance with applicable design requirements.

All internal roadways may be financed by the District. Collector roads are intended to be dedicated to a local general purpose unit of government for ownership, operation, and maintenance, while the District anticipates owning and operating all other roads. Alternatively, the developer may elect to finance the internal roads, gate them, and turn them over to a homeowner’s association for ownership, operation and maintenance (in such an event, the District would be limited to financing only utilities, conservation, and stormwater improvements behind such gated areas).

Stormwater Management System:

The stormwater management and outfall system is a combination of roadway curbs, curb inlets, pipe, stormwater ponds control structures and stormwater ponds designed to treat and attenuate stormwater runoff from District lands. The stormwater system will be designed consistent with the applicable design requirements for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of any grading of lots or the transportation of any fill to such lots.

Water, Wastewater and Reclaim Utilities:

As part of the CIP, the District intends to construct and/or acquire water, wastewater and reclaim infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection.

Wastewater improvements for the project will include an onsite gravity collection system, offsite and onsite force main and onsite lift stations.

Similarly, the reclaim water distribution system will be constructed to provide service for irrigation throughout the community.

The water and reclaim distribution and wastewater collection systems for all phases will be constructed and/or acquired by the District and then dedicated to a local, public utility provider for operation and maintenance. The CIP will only include laterals to the lot lines (i.e., point of connection).

Hardscape, Landscape, and Irrigation:

The District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. The District must meet local design criteria requirements for planting and irrigation design. This project will at a minimum meet those requirements and, in most cases, will exceed the requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned, maintained, and funded by the District. Such infrastructure, to the extent that it is located in rights-of-way owned by a local general purpose government will be maintained pursuant to a right-of-way agreement or permit. Any landscaping, irrigation, or hardscaping systems behind hard-gated roads, if any, would not be financed by the District and instead would be privately installed and maintained.

Streetlights / Undergrounding of Electrical Utility Lines

The District intends to lease street lights through an agreement with a local utility provider and will fund the street lights through an annual operations and maintenance assessment. As such, streetlights are not included as part of the CIP.

The CIP does however include the incremental cost of undergrounding of electrical utility lines within right-of-way utility easements throughout the community. Any lines and transformers located in such areas would be owned by the local utility provider and not paid for by the District as part of the CIP.

Recreational Amenities:

As part of the overall development, the District intends to construct a clubhouse and other amenity facilities. Any District funded clubhouse or other amenity facilities will be open to the public and will be owned, operated, and maintained by the District. Alternatively, the Developer may privately fund such facilities and, upon completion, transfer them to a homeowners' association for ownership, operation and maintenance. In such event, the amenities would be considered common elements for the exclusive benefit of the District landowners.

Environmental Conservation

The District will provide onsite conservation areas in order to offset wetland impacts associated with the construction of the development. The District will be responsible for the design, permitting, construction, maintenance, and government reporting of the environmental mitigation. These costs are included within the CIP.

Off-Site Improvements

Offsite improvements include extending a water main and force main at the points of connection at the intersection of Lem Turner Road and Perry Road, north of Interstate 295 to the District's collector road, Braddock Road.

Professional Services

The CIP also includes various professional services. These include: (i) design engineering, surveying, and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

NOTE: In the event that impact fee credits are generated from any roadway, utilities or other improvements funded by the District, any such credits, if any, will be the subject of an acquisition agreement between the applicable developer and the District.

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have either been obtained or are currently under review by respective governmental authorities, and include the following:

[LIST ALL PERMITS AND STATUS]

5. CIP COST ESTIMATE / MAINTENANCE RESPONSIBILITIES

The table below presents, among other things, a cost estimate for the CIP. It is our professional opinion that the costs set forth below are reasonable and consistent with market pricing.

CIP COST ESTIMATE

Improvement	Estimated Cost	Operation & Maintenance Entity
Public Roadways	\$14,603,880	City
Public Sitework and Storm Drainage	\$13,990,740	CDD
Water, Sewer & Reclaim Utilities	\$19,509,000	City
Hardscaping, Landscaping, Irrigation	\$4,013,280	CDD
Differential Cost of Undergrounding Conduit	TBD	JEA
Amenities	\$3,623,100	CDD
On-Site Wetland Conservation	De minimus	CDD
Offsite Improvements	TBD	City
Professional Services	\$8,361,000	n/a
Contingency	\$6,410,100	As above
TOTAL	\$70,511,100	

- a. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.
- b. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.

6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

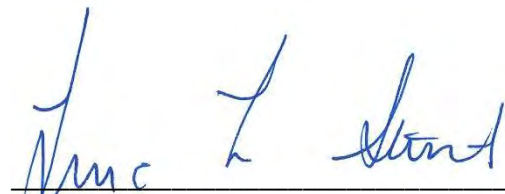
- the estimated cost of the CIP as set forth herein is reasonable based on prices currently being experienced in the Jacksonville area, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- the CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course.

Also, the CIP will constitute a system of improvements that will provide benefits, both to all lands within the District. The general public, property owners, and property outside the District may benefit from the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide

benefits and services to property within the District. These benefits and services accrue to property within the District and enables properties within its boundaries to be developed.

The CIP will be owned by the District or other governmental units. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the CIP or the fair market value.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site.



Tonja Stewart, P.E.

Florida License #47704

STANTEC CONSULTING SERVICES INC.

777 S. Harbour Island Blvd. #600

Tampa, Florida 33602

An aerial photograph of a landscape featuring a large body of water, a road, and some buildings. The image is used as a background for the report cover.

KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT

MASTER ASSESSMENT METHODOLOGY REPORT

Report Date:

May 22, 2024

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I. INTRODUCTION

This Master Assessment Methodology Report (the “Master Report”) details the basis of the benefit allocation and assessment methodology to support the financing plan to complete the public infrastructure required within the Kings Creek I Community Development District (the “District”). The private assessable lands (“Assessable Property”) benefiting from the public infrastructure is generally described within Exhibit A of this Master Report and further described within the Engineer’s Report, dated **May 2024**, (the “Engineer’s Report”). The objective of this Master Report is to:

1. Identify the District’s capital improvement program (“CIP”) for the project to be financed, constructed and/or acquired by the District; and
2. Determine a fair and equitable method of spreading the associated costs to the benefiting Assessable Property within the District pre- and post-development completion; and
3. Provide a basis for the placement of a lien on the Assessable Property within the District benefiting from the CIP, as outlined by the Engineer’s Report.

The basis of the benefit received by Assessable Property relates directly to the proposed CIP. It is the District’s CIP that will create the public infrastructure that enables Assessable Property within the District to be developed and improved under current allowable densities. The CIP includes off-site improvements, stormwater management, utilities (water and sewer), roadways, amenities, and landscape and hardscape. The Engineers Report identified the estimated cost to complete the CIP, inclusive of associated “soft costs” such as legal/engineering services with contingencies to account for commodity and service market fluctuations. This report will further address additional financing costs associated with funding the CIP. Without the required improvements in the CIP, the development of the Assessable Property could not be undertaken within the current development standards. The main objective of this Master Report is to establish a basis on which to quantify and allocate the special benefit provided by the CIP proportionally to the private property within the District. A detailed allocation methodology and finance plan will be utilized to equitably distribute CIP costs upon the Assessable Property within the District based on the level of proportional benefit received.

This Master Report outlines the assignment of benefits, assessment methodology, and financing structure for bonds to be issued by the District. As a result of the methodology application, the maximum long-term assessment associated with the current CIP is identified. The District will issue Special Assessment Bonds (the “Bonds”), in one or more series consisting of various amounts of principal debt and maturities to finance the construction and/or acquisition of all or a portion of the CIP.

It is anticipated that the methodology consultant will prepare individual supplemental reports applying the allocation methodology contained herein for the imposition and collection of long-term special assessments on a first-platted, first-assigned basis for repayment of a specific series of Bonds. The methodology consultant may distribute supplemental reports in connection with updates and/or revisions to the finance plan. Such

supplemental reports will be created to stipulate amended terms, interest rates, developer contributions if any, and issuance costs and will detail the resulting changes in the level of funding allocated to the various trust accounts and subaccounts. The Bonds will be repaid from and secured by non-ad valorem assessments levied on those Assessable Properties benefiting from the public improvements within the District. Non-ad valorem assessments will be levied each year to provide the funding necessary to pay debt service on the Bonds and to fund operations and maintenance costs related to the capital improvements maintained by the District.

In summary, this Master Report will determine the benefit, apportionment, and financing structure for the Bonds to be issued by the District per Chapters 170, 190, and 197, Florida Statutes, as amended, to establish a basis for the levying and collecting of special assessments based on the benefits received and is consistent with our understanding and experience with case law on this subject.

II. DEFINED TERMS

“Assessable Property:” – All private property within the District that receives a special benefit from the CIP.

“Capital Improvement Program” (CIP) – The public infrastructure development program as outlined by the Master Engineer Report dated May 2024.

“Developer” – EPG JAX, LLC

“Development Plan” – The end-use configuration of Platted Units and Product Types for Unplatted Parcels within the District, Table 2.

“District” – Kings Creek I Community Development District, encompasses 1198 +/- acres, located in the City of Jacksonville Florida.

“Engineer Report” – Master Report of the District Engineer dated May 2024.

“Equivalent Assessment Unit” (EAU) – A weighted value assigned to dissimilar residential lot product types to differentiate the assignment of benefit and lien values.

“Maximum Assessments” – The maximum number of special assessments and liens to be levied against benefiting assessable properties.

“Platted Units” – Private property subdivided as a portion of gross acreage under the platting process.

“Product Type” – Classification assigned by the District Engineer to dissimilar lot products for the development of vertical construction, determined in part due to differentiated sizes, setbacks, and other factors.

“Unplatted Parcels” – Gross acreage intended for subdivision and platting according to the Development Plan.

III. DISTRICT OVERVIEW

The District area encompasses 1198 +/- acres and is located entirely within the City of Jacksonville Florida and is generally located North of Interstate 295, West along CR 115, and North and encompassing Braddock Road.

The primary developer of the Assessable Property is EPG JAX (the “Developer”), who has created the overall development plan as outlined and supported by the Engineer’s Report. The development plan for the District contemplates multiple phases consisting of approximately 933 residential units. As described in the Engineer’s Report, the public improvements include off-site improvements, stormwater management, utilities (water and sewer), roadways, amenities, and landscape/hardscape.

IV. CAPITAL IMPROVEMENT PROGRAM

The District and Developer are undertaking the responsibility of providing the public infrastructure necessary to develop the District’s CIP. As designed, the CIP is an integrated system of facilities. Each infrastructure facility works as a system to provide special benefit to District lands, i.e.: all benefiting landowners of the Assessable Property within the District benefit the same from the first few feet of infrastructure as they do from the last few feet. The CIP costs within Table 1 of this Master Report reflect costs as further detailed within the Engineer’s Report, these costs are exclusive of any financing-related costs.

V. FINANCING INFORMATION

The District intends to finance only a portion of the CIP through the issuance of the Bonds; however, this report assumes the financing of 100% of the improvements to identify the full benefit and potential. As the Bonds will be issued in one or more series, the Bonds will be sized at an amount rounded to the nearest \$5,000 and will include items such as debt service reserves, underwriter’s discount, issuance costs, and rounding.

For purposes of the Master Report, conservative allowances have been made for a debt service reserve, capitalized interest, underwriter’s discount, issuance costs, rounding, and collection cost as shown in Table 5. The methodology consultant will issue supplemental report(s) that outline the provisions specific to each bond issue with the application of the assessment methodology contained herein. The supplemental report(s) will detail the negotiated terms, interest rates, and costs associated with each series of Bonds representing the market rate at that point in time. The supplemental reports will outline any Developer contributions towards the completion of the CIP applied to prepay any assessments on any one or collective Assessable Properties within the District. The supplemental report(s) will also detail the level of funding allocated to the construction/acquisition account, the debt service reserve account, the underwriter’s discount, issuance, and collection costs. Additionally, the supplemental report(s) will apply the principles outlined in the Master Report to determine the specific assessments required to repay the Bonds.

VI. ALLOCATION METHODOLOGY

The CIP benefits all Assessable Property within the District proportionally. The level of relative benefit can be compared through the use of defining “equivalent” units of measurement by product type to compare dissimilar development product types. This is accomplished through determining an estimate of the relationship between the product types, based on a relative benefit received by each product type from the CIP. The use of Equivalent Assessment Unit (EAU) methodologies is well established as a fair and reasonable proxy for estimating

the benefit received by privately benefiting properties. One (1) EAU has been assigned to the 40' residential use product type as a baseline, with a proportional increase or decrease relative to other planned residential product types and sizes. Table 2 outlines EAUs assigned for residential product types under the current Development Plan. If future assessable property is added or product types are contemplated, this Report will be amended to reflect such change.

The method of benefit allocation is based on the special benefit received from infrastructure improvements relative to the benefiting Assessable Property by use and size in comparison to other Assessable Property within the District. According to F.S. 170.02, the methodology by which special assessments are allocated to specifically benefited property must be determined and adopted by the governing body of the District. This alone gives the District latitude in determining how special assessments will be allocated to specific Assessable Properties. The CIP benefit and special assessment allocation rationale is detailed herein and provides a mechanism by which these costs, based on a determination of the estimated level of benefit conferred by the CIP, are apportioned to the Assessable Property within the District for levy and collection. The allocation of benefits and Maximum Assessments associated with the CIP are demonstrated in Table 3 through Table 6. The Developer may choose to pay down or contribute infrastructure on a portion or all of the long-term assessments as evaluated on a per-parcel basis, thereby reducing the annual debt service assessment associated with any series of Bonds.

VII. DETERMINATION OF SPECIAL ASSESSMENT

There are three main requirements for valid special assessments. The first requirement demands that the improvements to benefited properties, for which special assessments are levied, be implemented for an approved and assessable purpose (F.S. 170.01). As a second requirement, special assessments can only be levied on those properties specially benefiting from the improvements (F.S. 170.01). Thirdly, the special assessments allocated to each benefited property cannot exceed the proportional benefit to each parcel (F.S. 170.02).

The District's CIP contains a "system of improvements" including the funding, construction, and/or acquisition of off-site improvements, stormwater management, utilities (water and sewer), roadways, landscape/hardscape, and amenities; all of which are considered to be for an approved and assessable purpose (F.S. 170.01) which satisfies the first requirement for a valid special assessment, as described above.

Additionally, the improvements will result in all Assessable Property within the District receiving a direct and specific benefit, thereby making those properties legally subject to assessments (F.S. 170.01), which satisfies the second requirement above. Finally, the specific benefit to the Assessable Property is equal to or exceeds the cost of the assessments levied on the Assessable Property (F.S. 170.02), which satisfies the third requirement above.

The first requirement for determining the validity of a special assessment is plainly demonstrable; eligible improvements are found within the list provided in F.S. 170.01. However, the second and third requirements for a valid special assessment require a more analytical examination. As required by F.S. 170.02 and described in the preceding section entitled "Allocation Methodology," this approach involves identifying and assigning value to

specific benefits being conferred upon the various Assessable Properties, while confirming the value of these benefits exceeds the cost of providing the improvements. These special benefits include but are not limited to, the added use of the property, added enjoyment of the property, the probability of decreased insurance premiums, and the probability of increased marketability and value of the property.

The determination has been made that the duty to pay the non-ad valorem special assessments is valid based on the special benefits imparted upon the various Assessable Properties. These benefits are derived from the acquisition and/or construction of the District's CIP. The allocation of responsibility for payment of the Bonds has been apportioned according to reasonable estimates of the special benefits provided consistent with each land use category. Accordingly, no acre or parcel of property within the boundary of the properties will be assessed for the payment of any non-ad valorem special assessment greater than the determined special benefit particular to that parcel of the District.

Property within the District that currently is not, or upon future development, will not be subject to the special assessments include publicly owned (State/County/City/CDD) tax-exempt parcels such as lift stations, road rights-of-way, waterway management systems, common areas, and certain lands/amenities owned by HOA(s). To the extent it is later determined that the property no longer qualifies for an exemption, assessments will be apportioned and levied based on an EAU factor proportionate to acreage density as demonstrated in other use EAU assignments.

VIII. ASSIGNMENT OF ASSESSMENTS

This section sets out how special assessments will be assigned to the Assessable Property within the District. In general, the assessments will initially be assigned on a gross acreage basis, gradually absorbed, and assigned on a first platted, first assigned priority.

It is useful to consider three distinct states or conditions of development within a community. The initial condition is the "undeveloped state." At this point the infrastructure may or may not be installed but none of the units in the development program have been platted. This condition exists when the infrastructure program is financed before any development. While the land is "undeveloped," special assessments will be assigned on an equal acre basis across all of the gross acreage within each phase, relative to the special assessment lien levied as identified within Exhibit "A" of this Master Report. Debt will not be solely assigned to properties within each phase that have development rights but will be assigned to undevelopable properties to ensure the integrity of development plans, rights, and entitlements.

The second condition is "on-going development". At this point, if not already in place, the installation of infrastructure has begun. Additionally, the development program has started to take shape. As lands subject to special assessments within each phase are platted and fully developed, they are assigned specific assessments concerning the estimated benefit that each unit receives from the CIP, with the balance of the debt assigned on a per acre basis as described in the preceding paragraph. This generally describes the flow for a "first platted, first

assigned basis” of assessments against product types per parcel, Therefore each fully developed, platted unit would be assigned a par debt assessment as outlined in Table 6. If undeveloped or partially developed parcels are sold during development, special assessments may be assigned to such parcels at closing based on the development rights and entitlements assigned to such parcels. It is not contemplated that any unassigned debt would remain once all the lots associated with the improvements are platted and fully developed; if such a condition were to occur; the true-up provisions in section IX of this Master Report would be applicable.

The third condition is the “completed development state.” In this condition, the entire development program for the District has been platted and the total par value of the Bonds has been assigned as specific assessments to each of the platted lots within each phase of the District based on the methodology described herein.

IX. TRUE-UP MODIFICATION

During the construction period of phases of development, the number of residential units built may change, thereby necessitating a modification to the per unit allocation of assessment principle. To ensure the District’s debt does not build up on the unplatted land, the District shall apply the following test as outlined within this “true up methodology”.

The debt per acre remaining on the unplatted land within the District is never allowed to increase above its ceiling debt per acre. The ceiling level of debt per acre is calculated as the total amount of debt for each Bond issue divided by the number of acres encumbered by those Bonds. Thus, every time the test is applied, the debt encumbering the remaining un-platted acres must remain equal to, or lower than the ceiling level of debt per acre as established by Exhibit A.

True-up tests shall be performed upon the acceptance of each recorded plat submitted to subdivide developed lands within the District. If upon the completion of any true-up analyses, it is found that the debt per gross acre exceeds the established maximum ceiling debt per acre, or there is not sufficient development potential in the remaining acreage in the District to produce the densities required to adequately service Bond debt, the District would require the immediate remittance of a density reduction payment, plus accrued interest as applicable in an amount sufficient to reduce the remaining debt per acre to the ceiling amount per acre, thus allow the remaining gross acreage to adequately service bond debt upon planned development. The final test shall be applied at the platting of 100% of the development units within each phase of the District. Should additional coverage be identified at or before the final true-up as a result of changes in the development plan, the District will reserve the right to either use excess to issue more debt or pay down the existing principal amounts within outstanding Bonds proportionally.

True-up payment provisions may be suspended if the landowner can demonstrate, to the reasonable satisfaction of the District and bondholders, that there is sufficient development potential in the remaining acreage

within the District to produce the densities required to adequately service Bond debt. The Developer and District will enter into a true-up agreement to evidence the obligations described in Section VIII.

All assessments levied run with the land, and it is the responsibility of the District to enforce the true-up provisions and collect any required true-up payments due. The District will not release any liens on property for which true-up payments are due, until provision for such payment has been satisfactorily made.

X. ADDITIONAL STIPULATIONS

Inframark was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's CIP. Certain financing, development, and engineering data was provided by members of the District Staff and/or the Developer. The allocation Methodology described herein was based on information provided by those professionals. Inframark makes no representations regarding said information transactions beyond the restatement of the factual information necessary for the compilation of this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Inframark does not represent the District as a Municipal Advisor or Securities Broker nor is Inframark registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Inframark does not provide the District with financial advisory services or offer investment advice in any form.

TABLE 1

KINGS CREEKS I COMMUNITY DEVELOPMENT DISTRICT		
INFRASTRUCTURE CIP COST SUMMARY		
DESCRIPTION	DISTRICT COST ESTIMATE	TOTAL
Public Roadways	\$14,603,880	\$14,603,880
Public Sitework and Storm Drainage	\$13,990,740	\$13,990,740
Water, Sewer & Reclaim Utilities	\$19,509,000	\$19,509,000
Hardscape, Landscape, Irrigation	\$4,013,280	\$4,013,280
Amenities, Parks & Recreation	\$3,623,100	\$3,623,100
Professional Services, Permitting	\$8,361,000	\$8,361,000
Contingency	\$6,410,100	\$6,410,100
Total	\$70,511,100	\$70,511,100

TABLE 2

KINGS CREEKS I COMMUNITY DEVELOPMENT DISTRICT CDD ASSESSMENT ANALYSIS			
PROJECT STATISTICS - EAU ASSIGNMENTS			
PRODUCT	LOT COUNT	PER UNIT	TOTAL EAUS
Townhomes	64	0.70	44.80
Single Family 40	534	1.00	534.00
Single Family 50	335	1.25	418.75
Total	933		997.55
<p>Notations:</p> <p>(1) Product Type</p> <p>(2) Equivalent Assessment Unit</p>			

TABLE 3

DEVELOPMENT PROGRAM COST/CIP NET BENEFIT ANALYSIS		
Infrastructure CIP Costs		\$70,511,100
EAUS		997.55
Total CIP Cost/ Benefit Per EAU		\$70,684
Notations:		
1) Benefit is equal to or greater than cost as assigned per Equivalent Assessment Unit ("EAU") as described above.		

TABLE 4

DEVELOPMENT PROGRAM *NET* COST/BENEFIT ANALYSIS					
PRODUCT TYPE	EAU FACTOR	PRODUCT COUNT	EAUs	NET BENEFIT	
				PER PRODUCT TYPE	PER PRODUCT UNIT
Townhomes	0.70	64	44.80	\$3,166,656	\$49,479
Single Family 40	1.00	534	534.00	\$37,745,404	\$70,684
Single Family 50	1.25	335	418.75	\$29,599,041	\$88,355
Total		933	997.55	\$70,511,100	
Notations:					
1) Table 4 determines only the benefit of construction cost, net of finance and other related costs.					

KINGS CREEKS I COMMUNITY DEVELOPMENT DISTRICT		
FINANCING ASSUMPTIONS - SPECIAL ASSESSMENT BONDS		
Coupon Rate ⁽¹⁾		8.00%
Term (Years)		33
Principal Amortization Installments		30
<u>ISSUE SIZE</u>		\$108,595,000
Construction Fund		\$70,511,100
Capitalized Interest (Months) ⁽²⁾	36	\$26,062,800
Debt Service Reserve Fund	100%	\$9,646,215
Cost of Issuance		\$2,371,900
Rounding		\$2,985
<u>ANNUAL ASSESSMENT</u>		
Annual Debt Service (Principal plus Interest)		\$9,646,215
Collection Costs and Discounts @	7.00%	\$726,059
TOTAL ANNUAL ASSESSMENT		\$10,372,274

Notations:

(1) Based on conservative interest rate, subject to change based on market conditions.

(2) Based on maximum capitalized interest, 12 months.

KINGS CREEKS I COMMUNITY DEVELOPMENT DISTRICT								
ALLOCATION METHODOLOGY - SPECIAL ASSESSMENT BONDS ⁽¹⁾								
PRODUCT	PER UNIT	TOTAL EAU's	% OF EAU's	UNITS	PRODUCT TYPE		PER UNIT	
					TOTAL PRINCIPAL	ANNUAL ASSMT. ⁽²⁾	TOTAL PRINCIPA	ANNUAL ASSMT. ⁽²⁾
Townhomes	0.70	44.80	4.49%	64	\$4,877,005	\$465,819	\$76,203	\$7,278
Single Family 40	1.00	534.00	53.53%	534	\$58,132,154	\$5,552,398	\$108,862	\$10,398
Single Family 50	1.25	418.75	41.98%	335	\$45,585,842	\$4,354,057	\$136,077	\$12,997
Totals		997.55	100.00%	933	\$108,595,000	\$10,372,274		

⁽¹⁾ Allocation of total bond principal (i.e., assessment) based on equivalent assessment units. Individual principal and interest assessment calculated on a per unit basis. 36 month Maximum Capitalized Interest Period.

⁽²⁾ Includes principal. interest includes discounts and collection fees

EXHIBIT A

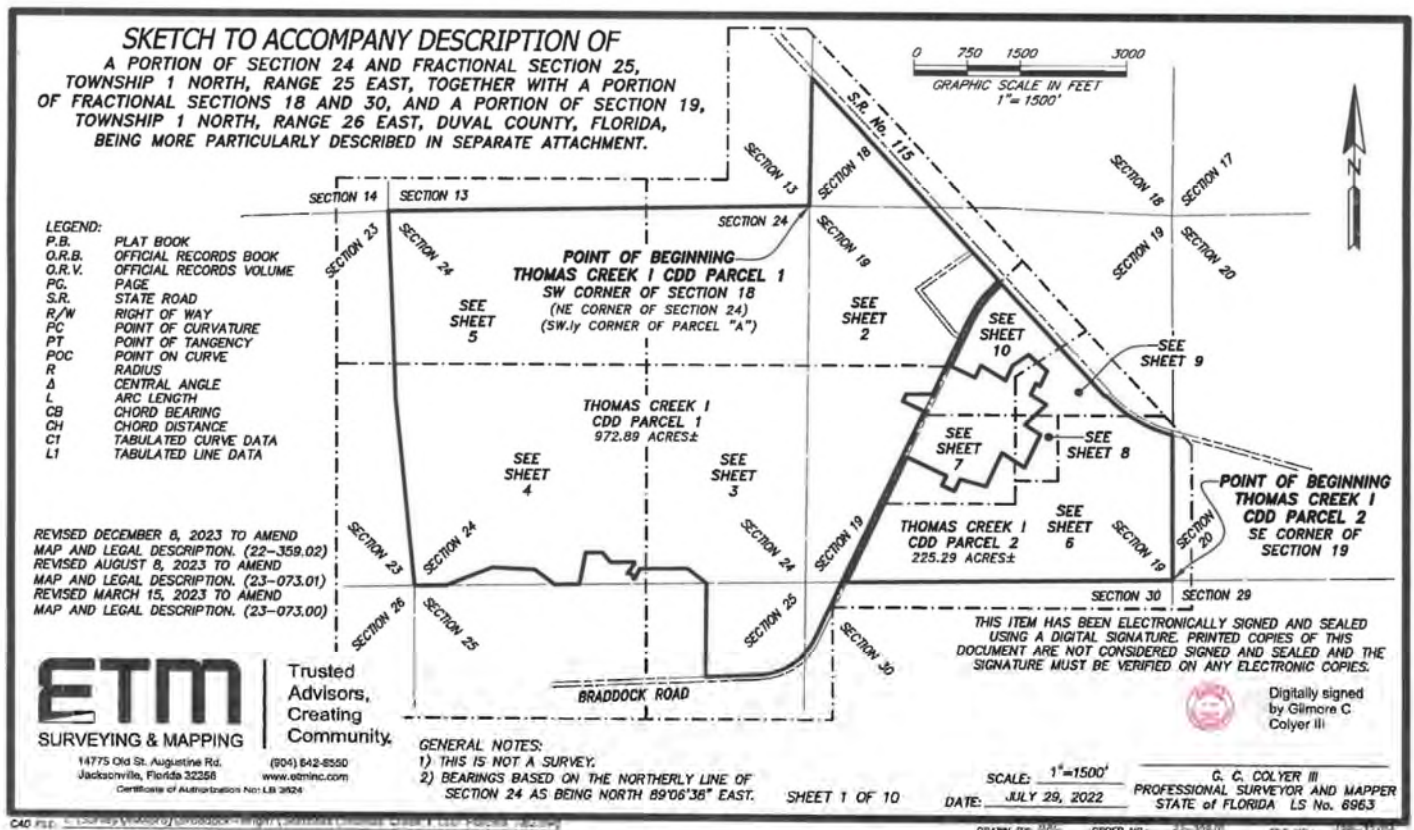
The maximum par amount of Bonds that may be borrowed by the District to pay for the public capital infrastructure improvements is \$108,595,000.00 payable in 30 annual installments of principal of \$8,050.72 per gross acre. The maximum par debt is \$90,633.29 per gross acre and is outlined below.

Prior to platting, the debt associated with the Capital Improvement Plan will initially be allocated on a per acre basis within the District. Upon platting, the principal and long term assessment levied on each benefited property will be allocated to platted lots and developed units in accordance with this Report.

ASSESSMENT PLAT			
TOTAL ASSESSMENT: <u>\$108,595,000.00</u>			
ANNUAL ASSESSMENT: <u>\$9,646,215.13</u> - (30 Installments)			
TOTAL GROSS ASSESSABLE ACRES +/-: <u>1,198.18</u>			
TOTAL ASSESSMENT PER ASSESSABLE GROSS ACRE: <u>\$90,633.29</u>			
ANNUAL ASSESSMENT PER GROSS ASSESSABLE ACRE: <u>\$8,050.72</u> (30 Installments)			
Landowner Name, Legal Description & Address	Gross Unplatted Assessable Acres	PER PARCEL ASSESSMENTS	
		Total PAR Debt	Total Annual
(1) EPG JAX, LLC Partially contained within PID 589100109 See Exhibit B, Legal Description	1198.18	\$108,595,000.00	\$9,646,215.13
Totals:	<u>1198.18</u>	<u>\$108,595,000.00</u>	<u>\$9,646,215.13</u>
Notation: Assessments shown are net of collection cost			

EXHIBIT B

LEGAL DESCRIPTION AND SKETCH



Revised December 8, 2023
July 29, 2022,
Page 1 of 4

Work Order No. 22-359.01
File No. 128I-32.01A

Kings Creek I CDD
Parcel 1

A portion of Section 24 and a portion of fractional Section 25, Township 1 North, Range 25 East, together with a portion of fractional Sections 18 and 30, and a portion of Section 19, Township 1 North, Range 26 East, Duval County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Southwest corner of said fractional Section 18 (as monumented), said corner also being the Southwesterly corner of Parcel "A", as described and recorded in Official Records Book 20070, page 1234, of the current Public Records of said county; thence North $00^{\circ}46'03''$ East, along the Westerly line of said Parcel "A", 1827.62 feet to the Northwestern corner thereof, said corner lying on the Southwesterly right of way line of State Road No. 115 (Lem Turner Road), a public variable width right of way as presently established; thence South $42^{\circ}38'25''$ East, along said Southwesterly right of way line, 3897.10 feet to its intersection with the Westerly right of way line of Braddock Road, a public 66 foot right of way as presently established; thence Southwesterly along said Westerly right of way line the following 3 courses: Course 1, thence South $46^{\circ}17'10''$ West, departing said Southwesterly right of way line, 139.38 feet to the point of curvature of a curve concave Southeasterly having a radius of 1465.40 feet; Course 2, thence Southwesterly along the arc of said curve, through a central angle of $20^{\circ}52'41''$, an arc length of 533.98 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $35^{\circ}50'49''$ West, 531.03 feet; Course 3, thence South $25^{\circ}24'30''$ West, 1204.67 feet to the Northeasterly corner of those lands described and recorded in Official Records Book 14223, page 2173, of said current Public Records (as monumented); thence along the boundary line of said Official Records Book 14223, page 2173, the following 3 courses: Course 1, thence South $89^{\circ}53'15''$ West, departing said Westerly right of way line, 371.22 feet; Course 2, thence South $25^{\circ}22'58''$ West, 115.25 feet; Course 3, thence South $64^{\circ}37'02''$ East, 334.95 feet to the Southeasterly corner thereof, said corner lying on said Westerly right of way line of Braddock Road; thence Southwesterly along the Westerly and Northerly right of way lines of said Braddock Road the following 4 courses: Course 1, thence South $25^{\circ}24'30''$ West, 699.87 feet; Course 2, thence South $25^{\circ}25'42''$ West, 2873.57 feet to a point on a non-tangent curve concave Northwesternly having a radius of 922.40 feet; Course 3, thence Southwesterly along the arc of said curve, through a central angle of $62^{\circ}11'20''$, an arc length of 1001.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $56^{\circ}29'51''$ West, 952.75 feet; Course 4, thence South $87^{\circ}35'31''$ West, 745.49 feet to the Southeasterly corner of those lands described and recorded in Official Records Book 19884, page 22, of said current Public Records; thence along the boundary line of said Official Records Book 19884, page 22, the following 18 courses: Course 1, thence North $00^{\circ}20'32''$ East, departing said Northerly right of way line, 1319.30 feet; Course 2, thence North $51^{\circ}58'53''$ West, 340.71 feet; Course 3, thence South $89^{\circ}15'48''$ West, 670.78 feet; Course 4, thence South $21^{\circ}08'32''$ West, 36.65 feet; Course 5, thence South $27^{\circ}12'10''$ West, 125.58 feet; Course 6, thence North $84^{\circ}14'28''$ West, 18.10 feet to a point on a non-tangent curve concave Southwesterly having a radius of 70.00 feet; Course 7, thence Northwesternly along the arc of said

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curve, through a central angle of $107^{\circ}21'31''$, an arc length of 131.16 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $47^{\circ}55'19''$ West, 112.80 feet; Course 8, thence North $35^{\circ}21'44''$ East, along a non-tangent line, 169.64 feet; Course 9, thence North $04^{\circ}00'44''$ West, 25.22 feet; Course 10, thence South $89^{\circ}15'48''$ West, 335.00 feet; Course 11, thence North $40^{\circ}00'44''$ West, 179.91 feet; Course 12, thence South $89^{\circ}15'48''$ West, 235.00 feet; Course 13, thence South $10^{\circ}59'16''$ West, 457.98 feet to a point lying on the Southerly line of said Section 24; Course 14, thence South $89^{\circ}16'03''$ West, along said Southerly line, 349.90 feet; Course 15, thence North $52^{\circ}33'37''$ West, departing said Southerly line, 350.11 feet; Course 16, thence North $87^{\circ}29'05''$ West, 600.00 feet; Course 17, thence South $67^{\circ}59'16''$ West, 689.86 feet to a point lying on said Southerly line of Section 24; Course 18, thence South $89^{\circ}16'03''$ West, along said Southerly line, 450.15 feet to the Northwestern corner of said Official Records Book 19884, page 22, said corner also being the Southwest corner of said Section 24 (as monumented); thence North $05^{\circ}48'26''$ West, along the Westerly line of said Section 24, a distance of 2661.41 feet to the West one-quarter corner of said Section 24 (as monumented); thence North $02^{\circ}13'24''$ West, continuing along said Westerly line, 2682.74 feet to the Northwest corner thereof (as monumented); thence North $89^{\circ}06'38''$ East, along the Northerly line of said Section 24, a distance of 5926.87 feet to the Northeast corner thereof and the Point of Beginning.

Containing 972.89 acres, more or less.

Together with:

Kings Creek I CDD
Parcel 2

A portion of Section 19, Township 1 North, Range 26 East, Duval County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Southeast corner of said Section 19 (as monumented); thence South $89^{\circ}20'01''$ West, along the Southerly line of said Section 19, a distance of 4595.08 feet to its intersection with the Easterly right of way line of Braddock Road (as monumented), a public 66 foot right of way as presently established; thence North $25^{\circ}25'42''$ East, departing said Southerly line and along said Easterly right of way line, 1970.93 feet to the Westerly most corner of those lands described and recorded in Official Records Volume 5502, page 1151, of the current Public Records of said county; thence South $64^{\circ}35'19''$ East, departing said Easterly right of way line and along the Southwesterly lines of Official Records Volume 5502, page 1151, Parcel 2 and Parcel 1, as described and recorded in Official Records Book 19344, page 2239, all of said current Public Records, a distance of 614.36 feet to the Southerly most corner of said Parcel 1, said corner lying on the Northwestern line of Parcel 3, as described and recorded in said Official Records Book 19344, page 2239; thence South $25^{\circ}24'41''$ West, along the Northwestern lines of Parcel 3 and Parcel 4, as described and recorded in said Official Records Book 19344, page 2239, a distance of 145.00 feet to the Southwesterly corner of said Parcel 4; thence South $64^{\circ}35'19''$ East, along the Southwesterly line of said Parcel 4, a distance of 194.00 feet to the Southerly most corner thereof; thence North $25^{\circ}24'41''$ East, along the Southeasterly lines of said Parcel 4 and said Parcel 3, a distance of 188.61 feet to the Southwesterly corner of those lands described and recorded in Official Records Book 9162, page 470, of said current Public Records; thence South $74^{\circ}41'59''$

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East, departing said Southeasterly line and along the Southerly line of said Official Records Book 9162, page 470, a distance of 380.20 feet to the Southerly most corner thereof; thence North 25°24'41" East, along the Southeasterly lines of said Official Records Book 9162, page 470, Official Records Book 18916, page 1746, and Official Records Book 17300, page 2397, all of said current Public Records, a distance of 525.00 feet to the Westerly most corner of Parcel 2, as described and recorded in Official Records Book 19372, page 666, of said current Public Records; thence South 57°01'59" East, departing last said Southeasterly line and along the Southwesterly line of said Parcel 2, a distance of 377.59 feet to the Southerly most corner of said Parcel 2; thence North 25°24'41" East, along the Southeasterly lines of said Parcel 2, Official Records Volume 7079, page 83, and Official Records Book 9566, page 258, all of said current Public Records, 525.00 feet to the Easterly most corner of said Official Records Book 9566, page 258; thence North 57°01'59" West, along the Northeasterly line of said Official Records Book 9566, page 258, a distance of 262.64 feet to its intersection with the Southwesterly prolongation of the Southeasterly line of those lands described and recorded in Official Records Book 12533, page 1817, of said current Public Records; thence North 46°29'00" East, departing said Northeasterly line, along said Southwesterly prolongation and along the Southeasterly lines of said Official Records Book 12533, page 1817, and Official Records Book 9981, page 1896, both of said current Public Records, 418.02 feet to the Easterly most corner of said Official Records Book 9981, page 1896; thence North 57°01'59" West, along the Northeasterly line of said Official Records Book 9981, page 1896, a distance of 266.55 feet to the Northerly most corner thereof, said corner also being the Southerly most corner of those lands described and recorded in Official Records Book 17694, page 520, of said current Public Records; thence North 25°24'41" East, along the Southeasterly line of said Official Records Book 17694, page 520, a distance of 175.00 feet to the Easterly most corner thereof, said corner lying on the boundary line of those lands described and recorded in Official Records Book 9283, page 1606, of said current Public Records; thence along said boundary line the following 4 courses: Course 1, thence South 57°01'59" East, 67.16 feet; Course 2, thence North 25°24'41" East, 232.99 feet; Course 3, thence North 47°58'19" West, 351.00 feet; Course 4, thence South 55°12'50" West, 270.69 feet; thence South 25°24'41" West, continuing along said boundary line and along the Northwesterly lines of said Official Records Book 17694, page 520, and said Official Records Volume 6642, page 1205, a distance of 238.23 feet to the Easterly most corner of those lands described and recorded in Official Records Book 19012, page 712, of said current Public Records; thence North 58°29'05" West, departing last said Northwesterly line and along the Northeasterly line of said Official Records Book 19012, page 712, a distance of 406.60 feet to the Northerly most corner thereof; thence South 25°24'41" West, along the Northwesterly line of said Official Records Book 19012, page 712, a distance of 195.00 feet to the Westerly most corner thereof, said corner also being the Easterly most corner of those lands described and recorded in Official Records Book 18933, page 970, of said current Public Records; thence North 64°35'19" West, along the Northeasterly line of said Official Records Book 18933, page 970, a distance of 374.14 feet to the Northerly most corner thereof, said corner lying on said Easterly right of way line of Braddock Road; thence Northeasterly along said Easterly right of way line the following 3 courses: Course 1, thence North 25°24'30" East, 734.82 feet to the point of curvature of a curve concave Southeasterly having a radius of 1399.40 feet; Course 2, thence Northeasterly along the arc of said curve, through a central angle of 20°52'40", an arc length of 509.92 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 35°50'50" East, 507.11 feet; Course 3, thence North 46°17'10" East,

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138.14 feet to its intersection with the Southwesterly right of way line of State Road No. 115 (Lem Turner Road), a public variable width right of way as presently established; thence Southeasterly along said Southwesterly right of way line the following 4 courses: Course 1, thence South $42^{\circ}38'25''$ East, departing said Easterly right of way line, 2157.29 feet; Course 2, thence North $47^{\circ}21'35''$ East, 17.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 1942.86 feet; Course 3, thence Southeasterly along the arc of said curve, through a central angle of $31^{\circ}43'00''$, an arc length of 1075.49 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $58^{\circ}29'55''$ East, 1061.81 feet; Course 4, thence South $74^{\circ}21'25''$ East, 34.09 feet to its intersection with the Easterly line of said Section 19 (as monumented); thence South $00^{\circ}07'19''$ East, departing said Southwesterly right of way line and along said Easterly line, 2062.60 feet to the Point of Beginning.

Containing 225.29 acres, more or less.

RESOLUTION NO. 2024-27

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$108,595,000 KING'S CREEK I COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, IN ONE OR MORE SERIES TO PAY ALL OR A PART OF THE COSTS OF THE DESIGN, PERMITTING, ACQUISITION, CONSTRUCTION AND INSTALLATION OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS; APPROVING THE FORM OF A MASTER TRUST INDENTURE; APPOINTING A TRUSTEE, REGISTRAR AND PAYING AGENT; AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS RELATING TO THE BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of King's Creek I Community Development District (the "Board" and the "District" respectively) has determined to proceed at this time with the validation of not to exceed \$108,595,000 in principal amount of King's Creek I Community Development District Special Assessment Bonds in one or more series (collectively, the "Bonds") to be issued under and pursuant to a Master Trust Indenture, to be dated as of the first day of the month in which the first Bonds are issued thereunder (the "Master Indenture"), from the District to U.S. Bank Trust Company, National Association, Orlando, Florida (the "Trustee"), as trustee, to be amended and supplemented by supplemental trust indentures relating to one or more Series of Bonds (the "Supplemental Indentures"), from the District to the Trustee (collectively, the Master Indenture as amended from time to time by the Supplemental Indentures is hereinafter referred to as the "Indenture");

WHEREAS, the Bonds are to be issued to pay all or a part of the costs of the design, permitting, acquisition, construction and installation of certain improvements and facilities all as permitted by Chapter, 190, Florida Statutes, and as described generally in the Bond Validation Report attached hereto as Exhibit A (the "Project") and to repay any notes issued in anticipation of such Bonds;

WHEREAS, the Board finds that the undertaking and funding of the Project is an appropriate public purpose and is in the best interests of the District, its landowners and residents.

WHEREAS, in conjunction with the commencement of the validation proceedings relating to the Bonds, it is necessary to approve the form of the Master Indenture and to provide for various other matters with respect to the Bonds;

NOW, THEREFORE, BE IT RESOLVED that:

SECTION 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture.

SECTION 2. Master Indenture; Appointment of Trustee, Registrar and Paying Agent. Attached hereto as Exhibit B is the form of Master Indenture, which is hereby authorized

and approved, subject to such changes, additions, deletions and insertions as shall be approved by the Board of Supervisors of the District in a subsequent resolution or resolutions authorizing the issuance of a specific Series of Bonds thereunder. U.S. Bank Trust Company, National Association, Orlando, Florida is hereby appointed as Trustee, Paying Agent and Registrar under the Master Indenture.

SECTION 3. Description of Bonds. The Bonds shall be dated, shall be in an aggregate principal amount not to exceed \$108,595,000, shall mature, shall be subject to mandatory and optional redemption on the terms, at the times and prices and in the manner, and shall bear interest at the rates to be provided in the Supplemental Indentures relating to the respective Series of Bonds and in the subsequent resolution or resolutions establishing the details of the Bonds. The Bonds shall be initially signed by the manual or facsimile signature of the Chairman and initially countersigned by the manual or facsimile signature of the Secretary and shall be authenticated by the manual signature of the Trustee. The Bonds shall be in the general form of Bonds which shall be attached to the Supplemental Indenture. The Bonds, when executed and delivered by the District, shall be the legal, valid, binding obligations of the District, enforceable in accordance with their terms.

The Bonds, and interest thereon, shall not be deemed to constitute a debt, liability or obligation of the State of Florida, or of any political subdivision thereof but shall be solely payable from Special Assessments, as defined in the Indenture. Neither the full faith and credit, nor any taxing power of the District, the City of Jacksonville, Florida, Duval County, Florida, or the State of Florida, or of any political subdivision thereof is pledged for the payment of the principal of or interest on the Bonds, except for Special Assessments to be assessed and levied by the District to secure and pay the Bonds.

SECTION 4. Approval of Project. The Project set forth as Exhibit A hereto is hereby approved as encompassing the scope and nature of the capital improvements which may be undertaken by the District from the proceeds of the Bonds. The actual projects which are components of the Project to be undertaken by the District shall be established in subsequent reports of the consulting engineer to the District and set forth in the Supplemental Indentures relating to Series of Bonds which may be issued by the District.

SECTION 5. Commencement of Validation Proceedings. District Counsel is hereby authorized to file a complaint in the Circuit Court in and for Duval County, Florida, against the State of Florida, and the taxpayers, property owners, and citizens of the District, including non-residents owning property or subject to taxation therein, and all others having or claiming any right, title, or interest in property to be affected by the issuance by the District of the Bonds in accordance with the provisions of Chapter 75, Florida Statutes, and to take any and all further action which shall be necessary in order to achieve a final non-appealable order of validation with respect to the Bonds.

The Chairman or Vice Chairman or any other member of the Board is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The Officers and agents of the District, including without limitation, the District Manager, engineer or engineering firm serving as engineer to the District, and the District's Methodology Consultant are

hereby also authorized to offer testimony for and on behalf of the District in connection with such proceedings.

SECTION 6. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the commencement of the validation proceedings for the Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirements of Florida Statutes, Section 286.011.

SECTION 7. Inconsistent Resolutions and Motions; Prior Actions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect. The Bond Resolution shall remain in full force and effect. All actions taken to date by the members of the Board and the staff of the District in furtherance of the issuance of the Bonds are hereby approved, confirmed and ratified.

SECTION 8. Other Actions. The Chairman, the Secretary, and all other members, officers and employees of the Board and the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Bonds and the consummation of all transactions in connection therewith, including the execution of all necessary or desirable certificates, documents, papers, and agreements and the undertaking and fulfillment of all transactions referred to in or contemplated by the Indenture and this Resolution. Any action authorized to be undertaken hereunder by the Chairman may be undertaken by the Vice Chairman, and any action authorized to be undertaken by the Secretary may be undertaken by an Assistant Secretary.

Notwithstanding anything herein to the contrary, no series of Bonds may be issued or delivered until the District adopts a subsequent resolution and/or supplemental indenture fixing the details of such series of Bonds, whether specified by the Board or delegated to a Designated Member, as may be defined in such subsequent resolution.

SECTION 9. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

SECTION 10. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank.]

ADOPTED this 22nd day of May, 2024.

**KING'S CREEK I COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary

Chairman, Board of Supervisors

EXHIBIT A

BOND VALIDATION REPORT

EXHIBIT B

FORM OF MASTER TRUST INDENTURE

RESOLUTION 2024-28

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Kings Creek I Community Development District ("**District**") is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, sewer and water distribution systems, stormwater management/earthwork improvements, landscape, irrigation and entry features, conservation and mitigation, street lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the portion of the infrastructure improvements comprising the District's overall capital improvement plan as described in the District *Engineer's Report*, dated _____ ("**Project**"), which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay for all or a portion of the cost of the Project by the levy of special assessments ("**Assessments**") using the methodology set forth in that *Master Special Assessment Methodology Report*, dated _____, 2024, which is attached hereto as **Exhibit B**, incorporated herein by reference, and on file with the District Manager at c/o Inframark, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 ("**District Records Office**");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:

1. **AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190 and 197, *Florida Statutes*. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

2. **DECLARATION OF ASSESSMENTS.** The Board hereby declares that it has determined to undertake the Project and to defray all or a portion of the cost thereof by the Assessments.

3. **DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general location of, and plans and specifications for, the Project are described in **Exhibit A**, which is on file

at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

4. DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.

- A.** The total estimated cost of the Project is \$_____ (“**Estimated Cost**”).
- B.** The Assessments will defray approximately \$_____, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, as set forth in **Exhibit B**, and which is in addition to interest and collection costs. On an annual basis, the Assessments will defray no more than \$_____ per year, again as set forth in **Exhibit B**.
- C.** The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, as may be modified by supplemental assessment resolutions. The Assessments will constitute a “master” lien, which may be imposed without further public hearing in one or more separate liens each securing a series of bonds, and each as determined by supplemental assessment resolution. With respect to each lien securing a series of bonds, the special assessments shall be paid in not more than (30) thirty yearly installments. The special assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. DESIGNATING THE LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED. The Assessments securing the Project shall be levied on the lands within the District, as described in **Exhibit B**, and as further designated by the assessment plat hereinafter provided for.

6. ASSESSMENT PLAT. Pursuant to Section 170.04, *Florida Statutes*, there is on file, at the District Records Office, an assessment plat showing the area to be assessed certain plans and specifications describing the Project and the estimated cost of the Project, all of which shall be open to inspection by the public.

7. PRELIMINARY ASSESSMENT ROLL. Pursuant to Section 170.06, *Florida Statutes*, the District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District’s preliminary assessment roll.

8. **PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Sections 170.07 and 197.3632(4)(b), *Florida Statutes*, among other provisions of Florida law, there are hereby declared two public hearings to be held as follows:

NOTICE OF PUBLIC HEARINGS

DATE:	_____ , _____ , 2024
TIME:	_____
LOCATION:	_____

The purpose of the public hearings is to hear comment and objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file and as set forth in **Exhibit B**. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

Notice of said hearings shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within the County in which the District is located (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

9. **PUBLICATION OF RESOLUTION.** Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within the County in which the District is located and to provide such other notice as may be required by law or desired in the best interests of the District.

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

11. **SEVERABILITY.** If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

12. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

**KINGS CREEK I COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Asst. Secretary

Chairman

Exhibit A: *District Engineer's Report*, dated _____

Exhibit B: *Master Special Assessment Methodology Report*, dated _____

RESOLUTION 2024-29

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Kings Creek I Community Development District (the "**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an "**Engineer's Report**," which sets forth the scope of the District's capital improvement plan ("**CIP**"); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer's Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, "**CIP Documents**"); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson's absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT:**

1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 22nd day of May 2024.

ATTEST:

**KINGS CREEK I COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

BOND FINANCING TEAM FUNDING AGREEMENT

This Bond Financing Team Funding Agreement ("**Agreement**") is made and entered into this ____ day of _____, 2024, by and between:

KINGS CREEK I COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Inframark, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 ("**District**"), and

EPG JAX, LLC, a Florida limited liability company, and the developer of the lands in the District ("**Developer**") with a mailing address of 111 S. Armenia Ave, Tampa, Florida 33609.

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District presently expects to issue bonds or other debt instruments ("**Bonds**") to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

WHEREAS, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PROVISION OF FUNDS. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with all work ("**Work**") necessary to issue the Bonds, and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the Work. The parties fully expect that all fees, costs and expenses arising from or related to the Work will be funded by the District's issuance of the Bonds, and upon issuance of the Bonds, the parties will take the necessary steps to pay for such fees, costs and expenses from the costs of issuance account(s) established for the Bonds. That said, in the event that Bonds are not issued within one year of the date of this Agreement, or in the event that it becomes reasonably apparent that the District will not issue the Bonds, or in the event that this agreement is otherwise terminated, whichever is earlier, the District shall invoice the Developer for all fees, costs and expenses incurred by the District, and the Developer within 10 days shall remit funds to pay for such fees, costs and expenses.

2. TERMINATION. Either party may terminate this Agreement in writing upon 10 days written notice.

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

4. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to

recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

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

7. AUTHORIZATION. 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 instrument.

8. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses listed above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the 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 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. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

11. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Duval County, Florida.

12. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

13. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

**KINGS CREEK I COMMUNITY DEVELOPMENT
DISTRICT**

Chairperson, Board of Supervisors

EPG JAX, LLC

By: _____
Its: _____