

***Kingman Gate
Community Development District***

November 22, 2019

Kingman Gate

Community Development District

5385 N. Nob Hill Road, Sunrise, Florida 33351
Phone: 954-721-8681 - Fax: 954-721-9202

November 14, 2019

**Board of Supervisors
Kingman Gate
Community Development District**

Dear Board Members:

The organizational meeting of the Board of Supervisors of Kingman Gate Community Development District will be held on **November 22, 2019 at 10:00 a.m. at Lennar Homes, 730 NW 107th Avenue Suite 300, Miami, Florida.** Following is the advance agenda for this meeting.

1. Introduction

- A. Call to Order
- B. Oath of Office
- C. Overview of District Responsibilities and Purpose

2. Election of Officers

- A. Chairman - Resolution 2020-01
- B. Vice Chairman - Resolution 2020-02
- C. Secretary - Resolution 2020-03
- D. Treasurer - Resolution 2020-04
- E. Assistant Secretary(s) - Resolution 2020-05

3. Retention of District Staff

- A. Consideration of Contract for District Management Services
- B. Consideration of Appointment of District Counsel
- C. Selection of Registered Agent and Office - Resolution 2020-06
- D. Request Authorization to Issue RFP for Engineering Services
- E. Appointment of Interim District Engineer

4. Designation of Meeting and Hearing Dates

- A. Designation of Regular Monthly Meeting Date, Time and Location
- B. Designation of Initial Landowners Election Date, Time and Location
- C. Designation of Date of Public Hearing to Adopt Rules of Procedure
- D. Designation of Date of Public Hearing on Budget for Fiscal Year 2020 set by Resolution 2020-07
 - 1) Approval of the Funding Agreement
 - 2) Consideration of Interim Budget
 - 3) Approval of Funding Request #1
 - 4) Consideration of Agreement for Purchase of Required Materials – *if applicable*
- E. Designation of Date of Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments

5. Other Organizational Matters

- A. Selection of District Depository
- B. Consideration of Resolution 2020-08 Relating to Defense of Board Members
- C. Ratification of Publication of Notice of Establishment
- D. Consideration of Resolution 2020-09 Adopting Investment Guidelines
- E. Resolution 2020-10 Authorizing Execution of Public Depositor Report
- F. Selection of District Records Office Within Miami-Dade County
- G. Appointment of Bond Team
 - 1) Bond Counsel
 - 2) Underwriter
 - 3) Assessment Methodology Consultant
 - 4) Trustee

6. Financing Matters

- A. Consideration of Engineers Report
- B. Consideration of Assessment Methodology
- C. Consideration of Resolution 2020-11 Declaring Special Assessments
- D. Consideration of Resolution 2020-12 Calling for Public Hearing to Impose Special Assessments
- E. Consideration of Bond Resolution 2020-13 – *will be provided under separate cover*

7. Other Business

- A. Staff Reports
 - 1) Attorney
 - 2) Manager
 - 3) Interim Engineer
- B. Audience Comments
- C. Supervisors Requests

8. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <http://www.kingmanqatecdd.com>

RESOLUTION 2020-01

**A RESOLUTION OF THE KINGMAN GATE
COMMUNITY DEVELOPMENT DISTRICT ELECTING
_____ AS CHAIRMAN OF THE BOARD OF
SUPERVISORS**

WHEREAS, the Board of Supervisors of the Kingman Gate Community
Development District desire to elect _____ as Chairman:

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE KINGMAN GATE
COMMUNITY DEVELOPMENT DISTRICT:**

1. _____ is elected Chairman of the Board of
Supervisors

Adopted this _____ day of _____, 2019

Chairman/Vice Chairman

Secretary/Assistant Secretary

RESOLUTION 2020-02

**A RESOLUTION OF THE KINGMAN GATE
COMMUNITY DEVELOPMENT DISTRICT ELECTING
_____AS VICE CHAIRMAN OF THE BOARD
OF SUPERVISORS**

WHEREAS, the Board of Supervisors of the Kingman Gate Community
Development District desire to elect _____ as Vice Chairman:

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE KINGMAN GATE
COMMUNITY DEVELOPMENT DISTRICT:**

1. _____ is elected Vice Chairman of the Board of
Supervisors

Adopted this _____ day of _____, 2019

Chairman/Vice Chairman

Secretary/Assistant Secretary

RESOLUTION 2020-03

**A RESOLUTION OF THE KINGMAN GATE
COMMUNITY DEVELOPMENT DISTRICT ELECTING
LUIS HERNANDEZ AS SECRETARY OF THE BOARD
OF SUPERVISORS**

WHEREAS, the Board of Supervisors of the Kingman Gate Community Development District desire to elect Luis Hernandez as Secretary:

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE KINGMAN GATE
COMMUNITY DEVELOPMENT DISTRICT:**

1. Luis Hernandez is elected Secretary of the Board of Supervisors

Adopted this _____ day of _____, 2019

Chairman/Vice Chairman

Secretary/Assistant Secretary

RESOLUTION 2020-04

**A RESOLUTION OF THE KINGMAN GATE
COMMUNITY DEVELOPMENT DISTRICT ELECTING
PATTI POWERS AS TREASURER OF THE BOARD OF
SUPERVISORS**

WHEREAS, the Board of Supervisors of the Kingman Gate Community
Development District desire to elect Patti Powers as Treasurer:

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE KINGMAN GATE
COMMUNITY DEVELOPMENT DISTRICT:**

1. Patti Powers is elected Treasurer of the Board of Supervisors

Adopted this _____ day of _____, 2019

Chairman/Vice Chairman

Secretary/Assistant Secretary

RESOLUTION 2020-05

A RESOLUTION OF THE KINGMAN GATE
COMMUNITY DEVELOPMENT DISTRICT ELECTING

_____, & _____ AS
ASSISTANT SECRETARIES OF THE BOARD OF
SUPERVISORS

WHEREAS, the Board of Supervisors of the Kingman Gate Community
Development District desire to elect _____
_____, & _____ as Assistant Secretaries:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE KINGMAN GATE
COMMUNITY DEVELOPMENT DISTRICT:

1. _____
_____, & _____ are elected
Assistant Secretaries of the Board of Supervisors

Adopted this _____ day of _____, 2019

Chairman/Vice Chairman

Secretary/Assistant Secretary

DISTRICT MANAGEMENT AGREEMENT
BETWEEN KIGMAN GATE COMMUNITY DEVELOPMENT DISTRICT
AND
GOVERNMENTAL MANAGEMENT SERVICES- SOUTH FLORIDA, LLC

THIS AGREEMENT, made and entered into on this 22 day of November, 2019 by and between the Kingman Gate Community Development District, a local unit of a special purpose government established and existing pursuant to Chapter 190, Florida Statutes, hereinafter referred to as "**DISTRICT**", and Governmental Management Services-South Florida, LLC, a Florida limited liability company hereinafter referred to as "**MANAGER**" whose address is 5385 N. Nob Hill Road, Sunrise, Florida 33351.

WITNESSETH:

WHEREAS, the **DISTRICT** desires to employ the services of the **MANAGER** for the purpose of providing non-exclusive management, accounting and administrative consulting services for the **DISTRICT**, as required to meet the needs of the **DISTRICT** during the contract period; and

WHEREAS, the **MANAGER** desires to assist the **DISTRICT** with such matters,

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

COMPENSATION

1. The **DISTRICT** hereby engages the **MANAGER** for the services and fees described in Exhibit A, attached hereto and incorporated by reference herein.
2. The **DISTRICT** agrees to compensate the **MANAGER** in equal monthly installments and may be amended annually as evidenced by the budget adopted by the **DISTRICT**. The total and cumulative amount of this contract shall not exceed the amount of funds annually approved by the **DISTRICT** for the services described herein. In addition, the **DISTRICT** agrees to compensate **MANAGER** monthly for reimbursable expenses incurred during the performance of this contract, including, but not limited to, postage for vendor payments and correspondence, overnight mailing of agenda packages and photo copying costs and other reasonable out-of-pocket expenses incurred by **MANAGER** on behalf of the District.

TERMINATION

3. Subject to the provisions for termination set forth below, the term of this Agreement shall begin on November 22, 2019. The Agreement may be terminated as follows:
 - a. Upon notice by the **DISTRICT** for "good cause", which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by **MANAGER**, unless Paragraph "c" of this section applies.
 - b. Upon the dissolution or court-declared invalidity of the **DISTRICT**; or
 - c. By either party, for any reason, upon 60 days written notice to the other party. Should this Agreement be terminated, **MANAGER** will take all reasonable and necessary actions to transfer all the books and records of the **DISTRICT** in its possession in an orderly fashion to the **DISTRICT** or its designee within 30 days.

SERVICES

4. The **MANAGER** shall devote such time as is necessary to complete the duties and responsibilities assigned to the **MANAGER** under this Agreement.
5. The signature on this Agreement by the **MANAGER** shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
6. The **MANAGER** represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The **MANAGER** further represents that no person having a conflict of interest shall be employed by **MANAGER** to perform any function under this Agreement.
7. The **MANAGER** shall promptly notify the **DISTRICT** in writing by certified mail of all such conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the **MANAGER'S** judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the **MANAGER** may undertake and request an opinion of the **DISTRICT** as to whether the association, interest or circumstance would, in the opinion of the **DISTRICT**, constitute a conflict of interest if entered into by the **MANAGER**. The **DISTRICT** agrees to notify the **MANAGER** of its opinion by certified mail within thirty (30) days of receipt of notification by the **MANAGER** if, in the opinion of the **DISTRICT**, the prospective business association, interest or

circumstance shall be deemed a conflict of interest with respect to services provided to the **DISTRICT** by the **MANAGER** under terms of this Agreement. This Agreement does not prohibit the **MANAGER** from performing services for any other special purpose taxing district, and such assignment shall not constitute a conflict of interest under this Agreement.

8. The **MANAGER** warrants that it has not employed or retained any company or person, other than bona fide employee or independent contractors working solely for the **MANAGER** to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, individual, or firm other than a bona fide employee or independent contractor working solely for the **MANAGER** any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
9. The **MANAGER** warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.
10. The **MANAGER** hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.
11. The **DISTRICT** is not an attorney and may not render legal advice or opinions. Although the **MANAGER** may participate in the accumulation of information necessary for use in documents required by the **DISTRICT** in order to finalize any particular matters, such information shall be verified by the **DISTRICT** as to its correctness; provided however, that the **DISTRICT** shall not be required to verify the correctness of any information originated by the **MANAGER** or the correctness of any information originated by the **MANAGER** which the **MANAGER** has used to formulate its opinions and advice given to the **DISTRICT**.
12. The **DISTRICT** acknowledges that the **MANAGER** is not a Municipal Advisor or Securities Broker, nor is the **MANAGER** registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the **DISTRICT** acknowledges that the **MANAGER** does not provide the **DISTRICT** with financial advisory services or offer investment advice.
13. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No

single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

14. All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the **DISTRICT** shall be mailed to:

Kingman Gate Community Development District
Attn: _____, Chairperson
5385 N. Nob Hill Road
Sunrise, Florida 33351

With copies to:

District Counsel
Dennis Lyles
Billing, Cochran, Lyles, Mauro, & Ramsey, P.A.
515 East Las Olas Boulevard, 6th Floor
Ft. Lauderdale, FL 33301

Governmental Management Services-South Florida, LLC
Attn: Richard Hans
5385 N. Nob Hill Road
Sunrise, Florida 33351

15. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto.
16. No amendments and / or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. This agreement shall be automatically renewable each Fiscal Year of the **DISTRICT**, unless otherwise terminated by either party. The **DISTRICT** will consider manager fee adjustments each twelve (12) month period to compensate for market conditions and the anticipated type and amount of work to be performed by the **MANAGER** during the next twelve (12) month period. Compensation to the **MANAGER** shall increase annually, at a minimum, at a rate equal to any percentage increase in the Consumer Price Index. Such evidence of price

adjustments will be approved by the **DISTRICT** in its adopted Fiscal Year Budget.

17. The primary responsibility for the services to be performed for the **DISTRICT** under this Agreement shall be provided by the **MANAGER** (Governmental Management Services-South Florida, LLC), with offices located at 5385 N. Nob Hill Road, Sunrise, FL 33351. Any changes to the position of primary **MANAGER** shall be effected only on the approval of the **DISTRICT**.
18. The Agreement starts on November 22, 2019 and the First Year will extend until September 30, 2020; after that, a year will be defined as the period from October 1 until September 30 of the following calendar year. Thereafter, the Agreement shall automatically renew on an annual basis, unless otherwise terminated as provided in Section 3.c. of this Agreement

IN WITNESS WHEREOF, the Board of Supervisors of the Kingman Gate Community Development District has made and executed this Contract on behalf of the **DISTRICT** and the **MANAGER** have each, respectively, by an authorized person or agent, hereunder set their hand and seal on the date and year first above

**BOARD OF SUPERVISORS KINGMAN GATE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Chairman

**GOVERNMENTAL MANAGEMENT
SERVICES-SOUTH FLORIDA, LLC**

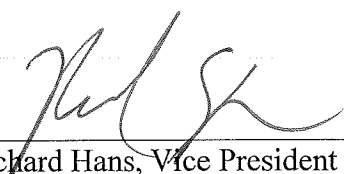
By:  _____
Richard Hans, Vice President

EXHIBIT "A"

The following standard services are proposed under the management agreement between Governmental Management Services-South Florida, LLC ("Manager") and the Kingman Gate Community Development District ("District"). Manager will provide such necessary services (and any additional services required) to ensure the District operates in accordance with all applicable Statutes, Laws, Rules and Regulations governing operation of the District.

Management Services

- Attend, record, and conduct regularly scheduled Board of Supervisors Meetings including landowners meetings.
- Present the District's annual budget in accordance with Chapter 190, Florida Statutes
- Ensure District is in compliance with administrative and financial reporting for Community Development Districts
- Correspond and communicate with Board of Supervisors and Staff to respond to the various needs of the District and Community
- Review and approve agenda's for circulation to the Board of Supervisors
- Review and approve annual budget, annual audit, monthly disbursements
- Review annual insurance policy to ensure District maintains proper insurance coverage

Administrative Services

- Transcribe all regularly scheduled Board of Supervisors Meetings including landowners meetings.
- Prepare agenda packages for transmittal to Board of Supervisors and staff 7 days prior to Board of Supervisors Meeting, which includes posting in the District's web page.
- Ensure compliance with all administrative statutes affecting the District which includes but not limited to:
 - Transmit registered agent information to DCA and local governing authorities
 - File Ordinance/Rule creating District to DCA within 30 days after creation
 - Publish and circulate annual meeting notice
 - Report annually the number of registered voters in the District by June 1, of each year
 - Maintain "Record of Proceedings" for the District within the County the

Client _____ GMS



District is located which includes meeting minutes, agreements, resolutions and other required records

- Properly notice public meetings in accordance with the appropriate Florida Statutes in the newspaper of general circulation of the District which include but are not limited to:
 - Organizational Meeting Notice
 - Annual Meeting Notice
 - Landowners Meeting within 90 days of creation
 - Public Hearing to adopt annual budget
 - Public Hearing to adopt assessments
 - Request for Proposal for engineering services
 - Public Hearing to adopt general and procedural rules
 - Public Hearing to adopt Chapter 197, Florida Statutes Resolution

Accounting and Financial Reporting Services

- Establish Governmental Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting. This system includes preparing monthly balance sheet, income statement(s) with budget to actual variances
- Accounts Payable and presentation to Board of Supervisors for approval or ratification
- Prepare annual budget for manager's review and approval by the Board of Supervisors
- Transmit proposed budget to local governing authorities 60 days prior to adoption
- Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm
- Maintain checking accounts with qualified public depository selected by the Board of Supervisors
- Ensure compliance with financial and accounting statutes affecting the District which include but are not limited to:
 - Complete annual financial audit report within the requirements as per the Florida Statutes
 - Circulate annual financial audit report and annual financial report to appropriate governmental agencies
 - Prepare annual public depositor report
 - Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.
- Transmit Public Facilities Report to the appropriate agencies

Client _____ GMS



- Bind necessary insurance for the District which includes liability, property, workers compensation, etc.

Compensation

The above outlined services will be provided for the fixed annual fee of \$36,000 paid in equal monthly payments plus reimbursable expenses. Reimbursables include but is not limited to the following: additional meetings, postage, courier services, printing, copying, binding, computer services and public records storage.

Additional services, such as those listed below, are available from GMS upon request. A service package can be tailored to your specific needs.

Other Services

- Maintenance Contract Administration – Negotiated fee based upon required services
- Field Services - Negotiated fee based upon required services
- Bond Issuance Cost⁽¹⁾ – \$12,500 per bond issue – Includes additional Board meetings, staff meetings, attendance to validation hearing, and any other additional work related to Bond Issuance
- Construction Accounting - \$2,500 Annually (during construction period)
- SERC preparation and assistance with Petition - \$1,500
- Dissemination Agent - \$2,500 Annually (for first Bond) \$1,000 Annually (per additional Series)
- Assessment Methodology Preparation⁽¹⁾ - \$15,000
- Annual Assessment Administration – \$4,000 per year
- Prepaid Assessments and/or Estoppel - \$75 per lot/unit for prepaid assessments collected on closing statement. -collection and distribution of prepaid assessments, prepare release of liens, maintenance of assessment lien book and customer service.

⁽¹⁾ *GMS does not represent the District as a Municipal Advisor or Securities Broker, nor is GMS registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS does not provide the District with financial advisory services or offer investment advice.*

Client _____ GMS



Special Conditions

In the event of an assessment default, foreclosure, event of default under the Trust Indenture, bankruptcy, etc., Manager will bill at an hourly rate for services per the fee schedule below. Services included, but are not limited to collection of delinquent assessment, modification to the county assessment roll, meetings and conference calls with Bondholders and their representatives, preparations of reports and analysis requested by Bondholders, Dissemination Agent, Board of Supervisors, etc., and other services not part of services provided in scope of services in the District's Management Agreement.

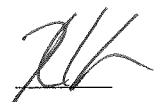
FEE SCHEDULE

| <u>Staff Level</u> | <u>Rate Per Hour</u> |
|---------------------------|-----------------------------|
| District Manager | \$175.00 |
| Accountant | \$125.00 |
| Field Supervisor | \$100.00 |
| Administrative Assistant | \$ 75.00 |

Public Record Request

Public Records request will be charged to the person making the request at fees allowable by law. These amounts will be reimbursed to GMS- SF by the District at the same rate.

Client _____ GMS



LAW OFFICES
BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.
ESTABLISHED 1977

DENNIS E. LYLES
JOHN W. MAURO
KENNETH W. MORGAN, JR.
BRUCE M. RAMSEY
GERALD L. KNIGHT
RICHARD T. WOULFE
CAROL J. HEALY GLASGOW
MICHAEL J. PAWELCZYK
ANDREW A. RIEF
MANUEL R. COMRAS
SHIRLEY A. DeLUNA
MARK A. RUTLEDGE
GINGER E. WALD
JEFFERY R. LAWLEY
DONNA M. KRUSBE
SCOTT C. COCHRAN

LAS OLAS SQUARE, SUITE 600
515 EAST LAS OLAS BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 764-7150
FAX: (954) 764-7279

CENTURION TOWER
1601 FORUM PLACE, SUITE 400
WEST PALM BEACH, FLORIDA 33401
(561) 659-5970
FAX: (561) 659-6173

WWW.BILLINGCOCHRAN.COM

PLEASE REPLY TO: FORT LAUDERDALE

CAMILLE E. BLANTON
RENEE L. BRANT
CHRISTINE A. BROWN
BRAD J. KIMBER
KELLI F. LAGO
SHAWN B. McKAMEY
VANESSA T. STEINERTS
JOHN C. WEBBER

OF COUNSEL
CLARK J. COCHRAN, JR.
SUSAN F. DELEGAL

STEVEN F. BILLING, 1947-1998
HAYWARD D. GAY, 1943-2007

November 8, 2019

Mr. Rich Hans
Governmental Management Services
5385 N. Nob Hill Road
Sunrise, Florida 33351

**Re: Proposal to serve as District Counsel for
Kingman Gate Community Development District**

Dear Rich:

This letter will serve to memorialize our previous correspondence regarding this firm's undertaking to provide legal services as District Counsel to the Kingman Gate Community Development District. General District legal services will be billed at the rate of \$290.00 per hour when that work is performed by a partner of the firm. Legal work carried out by associates will be billed at \$225.00 per hour. Tasks assigned to paralegals are billed at \$95.00 per hour. I will serve as registered agent and our office will be listed as the registered office for the Kingman Gate Community Development District pursuant to Florida law. There will be a monthly minimum fee of \$500.00 for general/recurring legal services which may include, but shall not be limited to: communications with District Manager and District Staff re: routine operations of the CDD; communications with state and local government agencies re: CDD matters, requests for information, audits, etc.; updating and maintaining CDD records, notices, filings, etc.; reviewing miscellaneous correspondence re: CDD; scheduling matters involving the CDD and Agendas re: meetings of the Board of Supervisors; monitoring litigation matters, receiving and processing all notices, service of process, etc., as Registered Agent of the CDD; reviewing and reporting upon changes in legislation and regulatory measures affecting the CDD. This fee structure will be adjusted on a periodic basis in connection with the District's budget process and no later than every third fiscal year to reflect changes in the Consumer Price Index published by the U.S. Department of Labor.

Specialized legal services performed in connection with litigation, the validation and issuance of CDD bonds, as well as infrastructure construction activities funded by CDD bonds, will be invoiced separately and, when appropriate, charged against bond proceeds. Costs related to all of the above-listed activities will also be invoiced separately.

It is my understanding that this proposal will be placed upon the District's agenda for review and approval by the Board of Supervisors at its organizational meeting. Should you have any questions regarding the above, please feel free to contact me at your convenience.

Very truly yours,


DENNIS E. LYLES
For the Firm

RESOLUTION 2020-06

A RESOLUTION OF THE KINGMAN GATE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DENNIS LYLES AS THE DISTRICT'S REGISTERED AGENT AND DESIGNATING THE OFFICE OF BILLING, COCHRAN, LYLES, MAURO & RAMSEY, PA AS THE REGISTERED OFFICE

WHEREAS, Chapter 189.416 of the Florida Statutes requires each District to designate a registered office and a registered agent within 30 days after the first meeting of its governing board; and

WHEREAS, the Board of Supervisors designates Dennis E. Lyles as its registered agent and designates his business address of SunTrust Center, Sixth Floor, 515 East Las Olas Boulevard Fort Lauderdale, Florida 33301, as its registered office:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KINGMAN GATE COMMUNITY DEVELOPMENT DISTRICT:

1. Dennis E. Lyles is designated as registered agent and the office at Billing, Cochran, Lyles, Mauro & Ramsey, P.A., SunTrust Center, Sixth Floor, 515 East Las Olas Boulevard Fort Lauderdale, Florida 33301 is designated as registered office of the District.
2. The District Manager shall transmit copies of this resolution to the Local Governing Authority(s) and to the State of Florida Department of Community Affairs.

Adopted this _____ day of _____, 2019

Chairman/Vice Chairman

Secretary/Assistant Secretary

KINGMAN GATE
COMMUNITY DEVELOPMENT DISTRICT

GENERAL AND PROCEDURAL RULES

Adopted _____ (Resolution No. _____)

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KINGMAN GATE COMMUNITY DEVELOPMENT DISTRICT
GENERAL AND PROCEDURAL RULES

1.1 General.

(1) The Kingman Gate Community Development District (the "District") was created pursuant to the provisions of Chapter 190, Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "Rules") is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

(3) Should a Rule conflict with Florida or federal law and the application of the Rule has not been suspended by the District, such Rule shall be interpreted in the manner that best effectuates the intent of the Rule while complying with applicable law.

Specific Authority: 190.011, 120.53(4), F.S.

Law Implemented: 190.011, 120.53(4), F.S.

1.2 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District (the "Board") shall exercise the powers granted to the District. The Board shall consist of five members. Members of the Board residents of the State of Florida, and citizens of the United States of America.

(2) Term of Officers. Board members shall hold office pursuant to Section 190.006, Florida Statutes. If, during the term of office of any Board member(s), one or more vacancies occur, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the unexpired term(s).

(3) Vacancies; Quorum. Three members of the Board physically present in the same location shall constitute a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. However, if three or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in these Rules or required by law. Members of the Board, as well as staff or employees of the District may be present by telephone or videoconference, provided that such telephone or videoconference attendance is accomplished by speaker so that all present may hear and respond to the comments of the party attending by telephone or videoconference. Nothing herein shall require the District to permit members of the public to attend a Board meeting by telephone or videoconference.

(4) Officers. At any Board meeting held after each election where the newly elected members take office, the Board may select a chair, vice chair/treasurer/assistant secretary, and secretary. Such selection may be deferred to subsequent meetings.

(a) The chair must be a member of the Board. If the chair resigns from that office or ceases to be a member of the Board, the Board shall select a chair to serve the remaining portion of the term, after filling the board vacancy. The chair may be authorized to sign adopted resolutions and approved agreements for the District, The chair may convene and conduct all meetings of the Board. In the event the chair is unable to attend a meeting, the vice chair or the District Manager may convene and conduct the meeting. In the event that both the Chair and the Vice-Chair are absent from a Board meeting and a quorum is present, the Board may delegate one of its members to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting.

(b) The vice chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If

the vice chair resigns from that office or ceases to be a member of the Board, the Board shall select a vice chair to serve the remainder of the term, after filling the Board vacancy.

(c) The secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as secretary.

(d) The treasurer need not be a member of the Board but must be a resident of Florida. The treasurer shall perform duties described in Section 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The treasurer shall serve at the pleasure of the Board.

(5) Committees. The Board may establish committees of the Board by formal motion referencing this rule, either on a permanent or temporary basis, to perform specifically-designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.

(6) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings of the Kingman Gate Community Development District," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds and corporate acts.

(7) Meetings. The Board shall establish each fiscal year, an annual schedule of regular meetings, which shall be submitted to the County and as otherwise required by law. Nothing herein shall prevent the District from holding such other meetings as it deems necessary or from cancelling any regularly scheduled meetings. All meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes.

(8) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interests on matters coming before the Board for a vote. Nothing in this Rule shall prohibit the Board member with a voting conflict of interest from voting on a matter. For the purposes of this section, "voting conflict of interest" shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall

appear in the minutes. The member may then vote. The Board's secretary shall prepare a memorandum of voting conflict which shall then be signed by the Board member, of the meeting.

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict thereon, the member shall immediately notify the Board's secretary. Within fifteen days (15) days of the notification, the member shall file the appropriate memorandum of voting conflict which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The memorandum shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum. The Board member's vote is unaffected by this filing.

Specific Authority: 190.011(5), 120.525, F.S.

Law Implemented: 190.006(1), 190.006(4), 190.006(5), 190.006(6), 190.006(7), 190.006(9), 190.007, 112.3143, 120.525, 112.3143(4)(b), F.S.

1.3 Public Information, Inspection Records, and Policies.

(1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the "Record of Proceedings of the Kingman Gate Community Development District," may be copied or inspected at the offices of the District Manager during regular business hours.

(2) Copies. Copies of public records shall be made available to the requesting person at the maximum charge authorized by Section 119.07, Florida Statutes. If the nature or volume of public records requested to be inspected, examined or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance, a special service charge, which shall be reasonable and based on the actual cost incurred, may be charged in addition to the actual cost of duplication.

(3) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

(4) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

Specific Authority: 190.011(5), 120.053, F.S.

Law Implemented: 190.006(7), 119.07(1)(a), 119.07(1)(b), 120.053, F.S.

1.4 Meetings and Workshops.

(1) Notice. Except in emergencies, or as otherwise provided in these Rules, at least seven (7) days' public notice shall be given of any meeting or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and shall state:

- (a) The date, time, and place of the meeting or workshop;
- (b) A brief description of the nature, subjects and purposes of the meeting or workshop;
- (c) The address where persons may obtain a copy of the agenda.
- (d) The notice shall state that if a person decides to seek review of any official decision made at the Board meeting, a record of the proceedings will be required and the person intending to appeal will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence necessary for the appeal.

(2) Agenda. The District Manager shall prepare a notice of the meeting or workshop and an agenda. The notice and agenda shall be available to the public in the offices of the District Manager at least five (5) days before each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.

(3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.

(4) Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or secretary at the Board's office. Such persons shall furnish a mailing address in writing and may be required to pay the cost of the copying and mailing. Persons wishing to receive by e-mail, notices of agendas of meetings may so advise the District Manager in writing and shall furnish the District Manager with an operating e-mail address.

(5) Emergency Meeting. The chair or the vice-chair if the chair is unavailable, may convene an emergency meeting of the Board without first having complied with Subsections (1), (2), and (4), to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the chair shall make reasonable efforts to notify all Board members of an emergency meeting 24 hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of

the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(6) Public Comment. The Board shall set aside a reasonable amount of time at each regular meeting for public comment, which time for audience comment shall be identified in the agenda, and members of the public shall be permitted to provide comment on any proposition or matter before the Board. Persons wishing to address the Board may be required to notify the secretary of the Board prior to the "audience comment" section on the agenda. In its discretion, the Board may limit the length of any one speaker in the interest of time or fairness to other speakers. Policies governing public comment may be adopted by resolution of the Board in accordance with Florida law.

(7) Budget Hearing. Notice of hearing on the annual budget shall be in accordance with Section 190.008, Florida Statutes.

(8) Continuances. Any meeting of the Board or any item or matter included on the agenda or coming before the Board at a noticed meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the Board meeting where the item or matter came before the Board.

Specific Authority: 190.005, 190.011(5), 190.011(15), 120.525, 120.53, 120.54(5), F.S.

Law Implemented: 190.006, 190.007(1), 190.008, 120.525, 120.53, 120.54, 286.105, 286.011, 286.0114, F.S.

1.5 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.

(2) Notice of Rule Development.

(a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by paragraph (3). The notice of rule development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available.

(b) All rules should be drafted in accordance with Chapter 120, F.S.

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2), and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within 21 days after publication of the notice. The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled. Except when the intended action is the repeal of a rule, the notice shall include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District not less than 28 days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least 14 days prior to such mailing, have made requests of the district for advance notice of its proceedings.

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the District Chair must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address, and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District or has a substantial interest in the rule or action requested. Petitions to initiate rulemaking shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes (1997), except that copies of the petition shall not be sent to the Administrative Procedures Committee.

(6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
- (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
- (c) A copy of the statement of estimated regulatory costs if required by Section 120.541; and
- (d) The published notice.

(7) Rulemaking Proceedings - No Hearing. When no hearing is requested and the Board chooses not to initiate a hearing on its own, or if the rule relates exclusively to organization, practice or procedure, the Board may direct the proposed rule be filed with the District Office no less than twenty-eight (28) days following notice. Such direction may be given by the Board either before initiating the rule-adoption process or after the expiration of the twenty-one (21) days during which

affected persons may request a hearing.

(8) Rulemaking Proceedings - Hearing. If the proposed rule does not relate exclusively to organization, practice or procedure, the District shall provide (upon request) a public hearing for the presentation of evidence, argument and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay or disruption of the proceedings. Any affected person may request a hearing within twenty-one (21) days after the date of publication of the notice of intent to adopt, amend or repeal a rule.

(9) Request for a Public Hearing.

- (a) A request for a public hearing shall be in writing and shall specify how the person requesting the public hearing would be affected by the proposed rule. The request shall be submitted to the District within 21 days after notice of intent to adopt, amend, or repeal the rule is published as required by law, in accordance with the procedure for submitting requests for public hearing stated in the notice of intent to adopt, amend, or repeal the rule.
- (b) If the notice of intent to adopt, amend, or repeal a rule did not notice a public hearing and the District determines to hold a public hearing, the District shall publish notice of a public hearing in a newspaper of general circulation within the District at least 7 days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing.
- (c) Written statements may be submitted by any person within a specified period of time prior to or following the public hearing. All timely submitted written statements shall be considered by the District and made a part of the rulemaking record.

(10) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as practical in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions

(11) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.

(12) Variances and Waivers. Variances and waivers from District rules may be granted subject to the provisions and limitations contained in Section 120.542, Florida Statutes.

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

Specific Authority: 190.011(5), 190.011(15), 120.54, 190.035, F.S.

Law Implemented: 120.54, 190.035(2), F.S.

1.6 Decisions Determining Substantial Interests.

(1) Conduct of Proceedings. A proceeding may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. The District notice of action taken or intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the chair shall designate any member of the Board (including the Chair), District Manager, District General Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

1. Administer oaths and affirmations;
 2. Rule upon offers of proof and receive relevant evidence;
 3. Regulate the course of the hearing, including any prehearing matters;
 4. Enter orders;
 5. Make or receive offers of settlement, stipulation, and adjustment.
- (a) The person conducting the hearing shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action.
- (b) The District shall issue a final order within forty-five (45) days:
1. After the hearing is concluded, if conducted by the Board;
 2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
 3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.

(2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.11(11), Florida Statutes, the District shall

follow those procedures prescribed in Chapters 73 and 74, Florida Statutes. Prior to exercising the power of eminent domain, the District shall:

- (a) Adopt a resolution identifying the property to be taken;
- (b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

Specific Authority: 190.011(5), 190.011(15), F.S.
Law Implemented: 190.011(11), F.S.

1.7 Purchasing, Contracts, Construction and Maintenance.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following procedures and rules are outlined for the purchase of professional services, contract services, and goods, supplies, and materials.
- (2) Public Records. All contracts for services shall contain provisions, as required by Section 119.0701, Florida Statutes, that require the contractor or service provider to comply with public records laws.
- (3) Auditing Services. The services of an independent auditor, as required by Florida law, shall be procured in accordance with the requirements and procedures of Section 218.391, Florida Statutes.

Specific Authority: s.s. 119.0701, 190.011(5), 218.391, Fla. Stat.

Law Implemented: s.s. 119.0701, 190.033, 218.391, Fla. Stat.

1.7.5 Procedure Under Consultants' Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

(1) Definitions.

- (a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (b) "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for professional services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.
- (c) A "continuing contract" is a contract for professional services (of a type described above), entered into in accordance with this rule, between the District and a firm whereby the firm provides professional services for the District for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.
- (d) "Emergency purchase" is a purchase necessitated by a sudden unexpected turn of events (e.g., acts of God, riot, fires, floods, hurricanes, accidents or any circumstances or cause beyond the control of the Board in the normal conduct of its business) where the Board decides the delay incident to competitive bidding would be detrimental to the interests of the District.

(2) Qualifying Procedures. In order to be eligible to submit a bid proposal, a firm must, at the time of receipt of the bid:

- (a) Hold the required applicable state professional license in good standing.
- (b) Hold all required applicable federal licenses in good standing, if any.
- (c) If the bidder is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
- (d) Meet any prequalification requirements set forth in the project or bid specifications.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

(3) Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when professional services are required for a project by publishing a notice providing a general description of the project and the method for interested consultants to apply for consideration. The notice shall appear in at least one newspaper of general circulation in the District and in such other places as the District deems appropriate. The District may maintain lists of persons interested in receiving such notices. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by firms regarding their qualifications, and/or public presentation, select and list the firms, in order of preference, deemed to be the most highly capable and qualified to perform the required professional services, after considering these and other appropriate criteria:

1. The ability and adequacy of the professional personnel.

2. Past performance for the District and in other professional employment settings.
 3. Willingness to meet time and budget requirements.
 4. Geographic location of the firm's headquarters or office in relation to the project.
 5. Recent, current and projected workloads of the bidder.
 6. Volume of work previously awarded to the bidder.
 7. Whether the firm is a certified minority business enterprise.
- (b) Nothing in these rules shall prevent the District from evaluating and eventually selecting a firm if less than three responses, including responses indicating a desire not to submit a formal bid on a given project, are received.
- (c) If the selection process is administered by any person other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required professional services.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."

- (c) Should the District within twenty-one (21) days be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive and reasonable then unless modified by the Board, negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached within twenty-one (21) days (unless modified by the Board to the contrary) those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (e) Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days.

(6) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

(7) Emergency Purchase. The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: 190.011(5), F.S.

Law Implemented: 190.011(3), 287.055, 190.033, F.S.

1.8 Procedure for Purchasing Contractual Services.

(1) Scope. Purchases for contractual services may, but are not required to, be made by competitive Invitation to Bid or Request for Proposals but are not required to be made through such a competitive selection process. If state or federal law prescribes with whom the District must contract, or establishes the rate of payment, then these Rules shall not apply. A contract involving both goods, supplies and materials plus contractual services may, in the discretion of the Board, be treated as a contract for goods, supplies and materials.

(2) Definitions.

- (a) "Contractual services" means the rendering by a consultant of time and effort rather than furnishing specific goods or commodities. Contractual services do not include legal (including attorneys, paralegals, court reporters and expert witnesses including appraisers), mediator, artistic, auditing, health, or academic program services, or professional services (as defined in these Rules) and shall generally be considered those services referenced by Section 287.012(7), F.S. Contractual services do not include the extension of an existing contract for services if such extension is provided for in the contract terms.
- (b) "Invitation to Bid" is a solicitation for sealed bids with the title, date and hour of the public bid opening designated specifically. It includes a description of the services sought, applicable terms and conditions, evaluation criteria, including but not limited to price, and provides for a manual signature of an authorized representative.
- (c) "Request for Proposal" is a solicitation for sealed proposals with the title, date and hour of the public opening designated and requiring the manual signature of an authorized representative. It provides a statement for services sought, applicable terms and conditions, and evaluation criteria, including but not limited to price. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis and evaluation criteria, as necessary.
- (d) "Responsive bid/proposal" means a bid or proposal which conforms in all material respects to bid or Request for Proposal and these rules, and whose cost components are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications,

financial stability, or licensing of the bidder.

- (e) "Lowest responsible bid/proposal" means, in the sole discretion of the Board, the bid (i) submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements who has the integrity and reliability to assure good faith performance, (ii) is responsive to the Invitation to Bid/Request for Proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
- (f) "Proposal Most Advantageous to the District" means, in the sole discretion of the Board, the proposal (i) submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements who has the integrity and reliability to assure good faith performance, (ii) that is the most responsive to the Request for Proposal as determined by the Board, and (iii) is for a cost to the District deemed reasonable by the Board. Minor variations in the proposal may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Proposals may not be modified after opening. To assure full understanding of the responsiveness to the solicitation requirements, discussions may be conducted with qualified proposers. The proposers shall be accorded fair and equal treatment prior to the submittal date with respect to any opportunity for discussion of proposals.

(3) Procedure. When a purchase of contractual services is within the scope of this Rule, the following procedure shall be followed:

- (a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposals, as appropriate.
- (b) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids or proposals unless the Board, for good cause, determines a shorter period of time is appropriate.
- (c) The District may maintain a list of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail.

- (d) Bids shall be opened at the time and place noted on the Invitation to Bid and Request for Proposal. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of contractual services.
- (e) The Board has the right to reject any or all bids or proposals and such reservation shall be included in all solicitations and advertisements. If the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.
- (f) The Lowest and Responsible Bid/Proposal or the most advantageous to the District, as appropriate, shall be accepted. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.

(4) Notice. Notice of award or intent to award a contract, including the rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days.

(5) Contract Renewal. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Contracts shall not be renewed for more than two (2) years unless competitively procured. Renewal may be contingent upon satisfactory performance evaluations by the District.

(6) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

Specific Authority: 190.011(5), F.S.

Law Implemented: 190.011(3), 190.033, F.S.

1.9 Purchase of Goods, Supplies or Materials.

(1) Scope. All purchases of goods, supplies or materials shall be purchased in accordance with the provisions of Chapter 287, Florida Statutes (as amended), and under the terms of these Rules. Where the Statute may conflict with this Rule, the Statute shall prevail. Contracts for purchases of "good, supplies and materials" do not include printing, insurance, advertising or legal notices.

(2) Procedure. When a purchase of goods, supplies or materials is within the scope of this Rule, the following is appropriate:

- (a) The Board shall cause to be prepared an Invitation to Bid or Request for Proposal, as appropriate.
- (b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
- (c) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail.
- (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
- (e) The Lowest Responsive and Responsible Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.
- (f) Notice of award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days.

- (g) If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for goods, supplies or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of goods, supplies or materials.
- (h) The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

(3) Piggybacking. Pursuant to Section 189.053, Florida Statutes, the District may purchase commodities and contractual services, other than services the acquisition of which is governed by Section 287.055, Florida Statutes, from the purchasing agreements of other special districts, municipalities or counties which have procured pursuant to competitive bid, requests for proposals, requests for qualifications, competitive selection, or competitive negotiations and which are otherwise in compliance with general law if the purchasing agreement of the other special district, municipality, or county was procured by a process that would have met the procurements requirements of the purchasing District.

Specific Authority: 189.053, 190.011(5), F.S.

Law Implemented: 189.053, 190.033, F.S.

1.10 Contracts for Construction of Authorized Project.

(1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida Statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Bidding Thresholds. The District, when seeking to construct or improve a public building, structure, or other public construction works must competitively award to an appropriately licensed contractor each project that is estimated in accordance with generally accepted cost-accounting principles to cost more than \$300,000. For electrical work, the District must competitively award to an appropriately licensed contractor each project that is estimated in accordance with generally accepted cost-accounting principles to cost more than \$75,000. As used in this section, the term, "competitively award" means to award contracts based on the submission of sealed bids, proposals submitted in response to a request for proposal, proposals submitted in response to a request for qualifications, or proposals submitted for competitive negotiation. This subsection expressly allows contracts for construction management services, design/build contracts, continuation contracts based on unit prices, and any other contract arrangement with a private sector contractor permitted by any applicable municipal or county ordinance, by district resolution, or by state law. For purposes of this section, cost included the cost of all labor, except inmate labor, and the cost of equipment and materials to be used in the construction of the project. The provisions of Section 255.20(1)(b) and (1)(c), Florida Statutes, as amended pertaining to pre-qualification of contractors are applicable to the District. The provisions of this subsection (2) do not apply to those enumerated circumstances set forth in Section 255.20(1)(c), Florida Statutes, as amended. The threshold amounts set forth herein shall be adjusted by the percentage change in the Engineering News-Record's Building Cost Index from January 1, 2009, to January 1 of the year in which the project is scheduled to begin.

(3) Procedure.

- (a) The solicitation of competitive bids or proposals for any District construction project that is projected to cost more than \$200,000 shall be publicly advertised at least once in a newspaper of general circulation in the County in which the District is located at least 21

days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. The solicitation of competitive bids or proposals for any District construction project that is projected to cost more than \$500,000 shall be publicly advertised in a newspaper of general circulation in the County where the District is located at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement. In cases of emergency, the procedures required in this subsection (a) may be altered by the District Board of Supervisors in any manner that is reasonable under the emergency circumstances. If the location, date, or time of the bid opening changes, written notice of the change must be given by the District, as soon as practicable after the change is made, to all persons who are registered to receive any addenda to the plans and specifications. As used in this subsection, the term "emergency" means an unexpected turn of events that causes: (i) an immediate danger to the public health or safety; or (ii) an immediate danger of loss of public or private property; or (iii) an interruption in the delivery of an essential government service.

- (b) The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail.
- (c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
 - (1) Hold the required applicable state professional license in good standing.
 - (2) Hold all required applicable federal licenses in good standing, if any.
 - (3) Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.
 - (4) Meet any special prequalification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (d) Bids or proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
- (e) To assist in the determination of the lowest responsive and responsible bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the lowest responsive and responsible bidder, the District Representative may consider, in addition to factors described in the Invitation to Bid or Request for Proposal, the following:
 - 1. The ability and adequacy of the professional personnel.
 - 2. Past performance for the District and in other professional employment settings.
 - 3. Willingness to meet time and budget requirements.
 - 4. Geographic location of the firm headquarters or office in relation to the project.
 - 5. Recent, current and projected workloads of the bidder.
 - 6. Volume of work previously awarded to the bidder.
 - 7. Whether the cost components of the bid response are appropriately balanced.
- (g) The Lowest Responsive and Responsible Bid/Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board. If the Board receives fewer than three responses to an Invitation to Bid or Request for Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid. In the event the bids exceed the amount

of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

(h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same in the District office for seven (7) days.

Specific Authority: 190.011(5); 255.20, F.S.

Law Implemented: 190.033; 255.20; 255.0525, F.S.

1.11 Contracts for Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Sections 287.017(1) and (2), Florida Statutes, for CATEGORY FOUR, as such category may be indexed or amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contractual services and/or goods, supplies or materials as defined in herein. Where a contract for maintenance of such a facility or project includes goods, supplies or materials and/or contractual services, the District may, in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies or materials, and contractual services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure:

- (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the County. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
- (b) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail.
- (c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
 - (1) Hold the required applicable state professional license in good standing.
 - (2) Hold all required applicable federal licenses in good standing, if any.
 - (3) Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes if the bidder is a corporation.
 - (4) Meet any special prequalification requirements set forth in the bid proposal specifications.

Evidence of compliance with this Rule may be submitted with the bid, if required by the District.

- (d) Bids or proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
- (e) To assist in the determination of the lowest responsive and responsible bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the lowest responsive and responsible bidder, the District Representative may consider, in addition to factors described in the Invitation to Bid or Request for Proposal, the following:
 - 1. The ability and adequacy of the professional personnel.
 - 2. Past performance for the District and in other professional employment settings.
 - 3. Willingness to meet time and budget requirements.
 - 4. Geographic location of the firm headquarters or office in relation to the project.
 - 5. Recent, current and projected workloads of the bidder.
 - 6. Whether the firm is a certified minority business enterprise.
 - 7. Volume of work previously awarded to the bidder.
 - 8. Whether the cost components of the bid response are appropriately balanced.
- (g) The lowest responsive and responsible bid/proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require Bidders to furnish performance and/or other bonds with a responsible surety. If the Board receives fewer than three responses, the Board may, in

its discretion, re-advertise for additional bids without rejecting any submitted bid. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same in the District office for seven (7) days.

Specific Authority: 190.011(5), F.S.

Law Implemented: 190.033, F.S.

1.12 Purchase of Insurance.

(1) Scope. The purchase of life, health, accident, hospitalization, legal expense or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization and legal expense insurance for the dependents of such officers and employees upon a group insurance plan by the District, shall be governed by these Rules. Nothing in this Rules shall require the District to purchase insurance.

(2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

- (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
- (b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the County and in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
- (c) The District may maintain a list of persons interested in receiving notices of invitations to bid. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail.
- (d) Bids shall be opened at the time and place noted on the Invitation to Bid.
- (e) If only one response to an Invitation to Bid is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
- (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
- (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies which have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to District

officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, past performance for the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall need of the District, its officers, employees and/or dependents.

- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same in the District office for seven (7) days.

Specific Authority: 190.011(5), F.S.

Law Implemented: 112.08, F.S.

1.13 Bid Protests Under Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal under Section 1.7 shall be in accordance with this section.

(1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract (including rejection of some or all bids) by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 1.13 of the Rules of the Kingman Gate Community Development District shall constitute a waiver of proceedings under those Rules."

(2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within seven (7) days after the date the of notice of protest is filed. Failure to file a notice of protest (or failure to file a formal written protest) shall constitute a waiver of all further proceedings.

(3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.

(4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within (7) days (excluding Saturdays, Sundays and legal holidays) upon receipt of a formal written request.

(5) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 1.6.

Specific Authority: 120.57(3), 190.011(5), F.S.

Law Implemented: 120.57(3), 190.033, F.S.

1.14 Bid Protests Relating To Any Other Award.

The resolution of any protests regarding Bid Documents or the decision to award a contract for a bid or proposal shall be in accordance with section 1.14.

- (1) Notice. The District shall give all bidders or proposers written notice of a decision to award or to reject all bids by posting the notice in the District Office for seven (7) days, with a copy being provided to all submitting firms by United States Mail or by hand delivery. The notice shall include the following statement: "Failure to file a written protest with the District within seventy-two (72) hours following the receipt of notice of the District's decision to award a contract shall constitute a waiver of any objection to the award of such contract."
- (2) Filing.
 - (a) Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District's decision, and shall file a formal written protest with the District within seven (7) calendar days after timely filing the initial notice of protest. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt of the District. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the District's decision or contract award. The formal written protest shall state with particularity the facts and law upon which the protest is based.
 - (b) With respect to a protest regarding the Bid Documents, including specifications or other requirements contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest with respect to the aforesaid plans, specifications or contract documents.

- (3) Award Process. Upon receipt of a timely filed notice of protest, the District shall abate the contract award process until the protest is resolved by final Board action. However, if the District determines particular facts and circumstances require the continuance of the contract award process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the contract award process may continue. In such circumstances, the contract awarded shall be conditioned on the outcome of the protest.
- (4) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be posted in the office of the District not less than three (3) calendar days prior to such informal proceeding, with copy being mailed to the protestant and any substantially affected person or parties. Within fifteen (15) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (5) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided above, the District shall schedule a formal hearing to resolve the protest in accordance with the procedural guidelines set forth in Section 1.6.

Specific Authority: 120.53(5), 190.011(5), F.S.

Law Implemented: 190.033, F.S.

1.15 Design-Build Contract Competitive Proposal Selection Process.

- (1) Scope. The District may utilize design-build contracts for any public construction project for which the Board determines that use of such contracts in the best interest of the District. When letting a design/build contract, the District shall use the following procedure:
 - (a) The District shall utilize a design criteria professional meeting the requirements of Section 287.055(2)(k) when developing a design criteria package, evaluating the responses or bids submitted by design-build firms, and determining compliance of the project construction with the design criteria package. The design criteria professional may be an employee of the District or may be retained using Section 4.6, Procedure Under Consultant's Competitive Negotiations Act.
 - (b) A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance -oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. If the project utilizes existing plans, the design criteria professional shall create a design criteria package by supplementing the plans with project specific requirements, if any. All design criteria packages shall require firms to submit information regarding the qualifications, availability and past work of the firms, including the partners and members thereof.
 - (c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals based on price, technical, and design aspects of the project, weighted for the project.
 - (d) After the design criteria package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited, pursuant to the design criteria by the following procedure:
 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the County in which the District is located. The notice shall allow at least seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate.

2. The District may maintain qualifications information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small Business and Minority Assistance Act of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.
3. In order to be eligible to submit a proposal a firm must, at the time of receipt of the proposals:
 - (a) Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(h), Florida Statutes;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation;
 - (d) Meet any special prequalification requirements set forth in the design criteria package.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (e) The Board shall select no fewer than three (3) design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal.
- (f) The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards, and shall establish a price which the Board determines to be fair, competitive, and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive and reasonable,

negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached.

- (g) After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
- (h) The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.

- (2) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified design-build firm available at the time. The fact that an emergency purchase has occurred shall be noted in the minutes of the next Board meeting.

Specific Authority: s.s. 190.011(5), F.S.

Law Implemented: s.s. 190.033, 255.20, F.S.

2.0 Effective Date.

These Rules shall be effective October 18, 2019, except that no election of officers required by these Rules shall be required until after the next regular election for the Board of Supervisors.

RESOLUTION 2020-07

A RESOLUTION OF THE KINGMAN GATE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE DISTRICT'S PROPOSED BUDGET FOR FISCAL YEAR 2020 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW

WHEREAS, the District Manager has prepared the proposed budget for the Fiscal Year 2020; and

WHEREAS, the Board of Supervisors approves the proposed budget for purpose of submitting said budget to the local governing authorities not less than 60 days prior to the public hearing date in accordance with Chapter 190.008(b), Florida Statutes: and

WHEREAS, the Board of Supervisors desires to set the public hearing date;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KINGMAN GATE COMMUNITY DEVELOPMENT DISTRICT:

1. The proposed budget for Fiscal Year 2020 is hereby approved for the purpose of conducting a public hearing to adopt said budget.
2. A public hearing on said approved budget is hereby declared and set for the following date, hour and place:

Date: _____

Hour: _____

Place: _____

Notice of public hearing shall be published in accordance with Florida Law.

Adopted this _____ day of _____, 2019

Chairman/Vice Chairman

Secretary/Assistant Secretary

DEVELOPER'S FUNDING AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2019, by and between:

KINGMAN GATE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Hialeah, **Miami-Dade County, Florida**, and whose mailing address is **5385 N. Nob Hill Rd., Sunrise, Florida 33351** (the "District"); and

Lennar Homes., a Florida Corporation, the primary developer of lands within the boundaries of the District, whose address is **730 NW 107th Avenue, Miami Florida 33172**, and its successors and assigns (the "Developer").

RECITALS

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

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

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

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

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

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

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

2. Developer agrees to make available to the District the moneys necessary for the operation of the District as called for in the Budget, monthly, within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account.

The District and the Developer hereby authorize district staff, the District Engineer, District Manager, District Counsel, the Financial Advisor, Bond Counsel, the Underwriters, the Trustee, Trustee's Counsel and any other necessary professionals to proceed with the work related to the issuance of the Bonds. The Developer and the District agree that all reasonable fees, costs, or other expenses incurred by the District for the services of the District Engineer, District Counsel, Bond Counsel, the Underwriters, Financial Advisor, Trustee, Trustee's Counsel, and other professionals for the work contemplated by this Agreement which are due and payable prior to the issuance of the Bonds shall be paid solely from the funds provided by the Developer pursuant to this Agreement. In the event that the District does not issue Bonds, the Developer and the District agree that all reasonable fees, costs or other expenses incurred by the District for the services of the District Engineer, District Counsel, Bond Counsel, the Underwriters, Financial Advisor, Trustee, Trustee's Counsel, and other professionals for the work contemplated by this Agreement shall be paid by the Developer to the extent required by and in accordance with the terms of each party's engagement by the District.

3. The parties hereto recognize that payments not part of the Budget may be made by the Developer, at Developer's discretion or pursuant to other agreements, to the District or on behalf of the District, in connection with the Improvements set forth in the report of the District Engineer which are to be financed with special assessment bonds ("Bonds") and as such may be considered to be reimbursable advances. The District agrees to use best efforts such that upon the issuance of its Bonds there will be included an amount sufficient to repay the Developer for the payments advanced to the District by the Developer prior to the issuance of the Bonds in accordance with this Agreement and in connection with the cost of the Improvements. Such repayment shall be made within

a reasonable period of time following the issuance of the Bonds; however, District agrees to, in good faith, make every reasonable effort to pay within thirty (30) days thereof. The parties further agree that the advances made pursuant to this Agreement and in connection with the improvements and repayments will not include any interest charge.

4. Developer shall make available to the District the moneys necessary for any and all maintenance, repair, reconstruction, and replacement of the District's Improvements arising during the fiscal years covered by the Budget (through September 30, 2019) or as set forth in the Budget for Fiscal Year 2019, as such Budget may be amended from time to time.

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

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

7. A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages, injunctive relief and specific performance and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on any property owned by the Developer within the boundaries of the District.

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

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

conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**KINGMAN GATE COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special purpose government organized under and
pursuant to Chapter 190, Florida Statutes

Secretary / Assistant Secretary

By: _____
Chair/Vice-Chair

_____ day of _____, 2019

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as Chair/Vice-Chair of the Board of Supervisors of the **KINGMAN GATE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized under and pursuant to Chapter 190, Florida Statutes, on behalf of the special purpose government, who is personally known and/or produced _____ as identification.

[SEAL]

Notary Public
Commission Expires: _____

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as Secretary/Assistant Secretary of the **KINGMAN GATE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized under and pursuant to Chapter 190, Florida Statutes, on behalf of the special purpose government. He or she is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public
Commission Expires: _____

By: Lennar Homes, LLC, a Florida
Limited liability company, as
manager

Witnesses:

Print Name

Print Name

By: _____

Print Name: _____

Title: _____

_____ day of _____ 2019

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of LENNAR HOMES, LLC, a Florida Corporation, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

Notary Public
Commission

Expires: _____

Exhibit "A" - Budget

Proposed Budget
Fiscal Year 2020

***Kingman Gate Community
Development District***

November 22, 2019



Kingman Gate

Community Development District

| | Proposed FY 2020 Budget |
|--|----------------------------|
| <u>Revenues</u> | |
| Developer Contributions | \$180,950 |
| <i>Total Revenues</i> | <u>\$180,950</u> |
| <u>Expenditures</u> | |
| <i>Administrative</i> | |
| Engineering | \$12,000 |
| Arbitrage | \$0 ⁽¹⁾ |
| Dissemination Agent | \$0 ⁽¹⁾ |
| Attorney | \$20,000 |
| Annual Audit | \$3,000 |
| Trustee Fees | \$0 ⁽¹⁾ |
| Management Fees | \$36,000 |
| Telephone | \$50 |
| Postage | \$750 |
| Printing & Binding | \$1,000 |
| Assessment Roll | \$4,000 |
| Insurance | \$8,000 |
| Legal Advertising | \$2,500 |
| Other Current Charges | \$500 |
| Website Admin | \$1,200 |
| Office Supplies | \$150 |
| Dues, Licenses & Subscriptions | \$175 |
| First quarter | \$20,515 |
| <i>Administrative Expenditures</i> | <u>\$109,840</u> |
| <u>Field</u> | |
| Landscape Maintenance | \$48,000 |
| Plant Replacement | \$6,000 |
| Lake Maintenance | \$8,800 |
| Lake Debris Removal | \$2,000 |
| Contingency | \$6,310 |
| <i>Field Expenses</i> | <u>\$71,110</u> |
| <i>Total Expenses</i> | <u>\$180,950</u> |
| <i>Excess Revenues (Expenditures)</i> | <u>\$0</u> |

⁽¹⁾ Expenses related to the issuance of Bonds

| | |
|-------------------------|--------------|
| Gross Assessment | \$190,473.68 |
| Less: Disc & Coll (5%) | (\$9,523.68) |
| Net Assessment | \$180,950.00 |
| # Units | 770 |
| Per Unit Net Assessment | \$235.00 |

Kingman Gate
Community Development District
GENERAL FUND BUDGET

REVENUES:

Developer Contributions

It is presently anticipated that the District will enter into a Funding Agreement with the Developer to Fund all General Fund expenditures for the Fiscal Year.

EXPENDITURES:

Administrative:

Engineering Fees

The District's engineer will be providing general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review invoices, etc.

Arbitrage

The District is required to have an annual arbitrage rebate calculation on the District's Bonds. The District will contract with an independent auditing firm to perform the calculations.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Attorney

The District's legal counsel will be providing general legal services to the District, i.e. attendance and preparation for monthly meetings, review operating & maintenance contracts, etc.

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm.

Trustee Fees

The District bonds will be held and administered by a Trustee. This represents the banks annual fee.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services – South Florida, LLC.

Telephone

Represents the cost of conference calls.

Kingman Gate
Community Development District
GENERAL FUND BUDGET

Administrative: (continued)

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Assessment Roll

The costs associated with preparing, processing and administering the annual assessment place on the County's tax roll.

Insurance

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings etc in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses that incurred during the year.

Website Compliance

Per Chapter 2014-22, Laws of Florida, all Districts must have a website to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS-SF, LLC and updated monthly.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Kingman Gate

Community Development District

Funding Request #1

November 22, 2019

| PAYEE | | GENERAL FUND | |
|--------------|---|--------------|------------------|
| 1 | EGIS Insurance & Risk Advisors Insurance - FY2020 | \$ | 5,000.00 |
| 2 | Operating Funds | \$ | 5,000.00 |
| TOTAL | | \$ | 10,000.00 |

Please make check payable to:

Kingman Gate Community Development District
5385 N Nob Hill Road
Sunrise, FL 33351

RESOLUTION 2020-08

A RESOLUTION SETTING FORTH THE POLICY OF THE KINGMAN GATE COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS, OFFICERS AND STAFF

WHEREAS, the Board of Supervisors (the "Board") of the Kingman Gate Community Development District (the "District") is constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

WHEREAS, it is 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 members, 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 members, officers and staff so as to reduce the threat of personal liability to such individuals.

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

1. As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members and officials 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, officers and staff of the District (collectively, "District Officials" and each a "District Official");

(b) Independent contractors, agents or persons shall not be so indemnified with respect to service to the District except to the extent permitted by law and authorized by a majority vote of the District's Board of Supervisors.

2. 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, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any act or omission of action of any of the above-listed District Officials, present or former, arising out of and in the scope of his or her appointment, employment or function, unless, in the case of a tort action, the District Official 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 personal against any of the above-listed District Officials for an act or omission under color of state law, custom or usage, wherein it is alleged that such officer or agent has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions pursuant to 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 District Officials 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 members of the District Officials from liability, the District is committed to doing so to the extent described in this resolution.

3. 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 which directly results from a decision or act made by a District Official while performing the duties and functions of his or her position.

4. This Resolution is intended to evidence that District's support of District Officials 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. In the event that the District has expended funds to provide an attorney to defend a Board member 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 disregard for 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.

5. The District agrees to pay any final judgment, including damages such as fines, penalties or other damages, costs and attorney's fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any District Official as described in section 1 of this Resolution, in any civil action or civil rights law suit 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 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 interests.

6. Payment of judgments or provision of legal representation pursuant to this Resolution is conditioned on the following as determined in the sole discretion of the District:

(a) The actions of the District Official or officer were within the scope of his or her duties and authority; and

(b) The acts or omissions of the District Official did not constitute bad faith, malicious purpose, intentional infliction of harm or were not done in a manner exhibiting wanton and willful disregard of human rights, safety or property; and

(c) The District Official did not receive any financial profit or advantage to which he or she was not legally entitled; and

(d) 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 was delivered to the District Chairman, Vice Chairman, District Manager or District Attorney within fourteen (14) 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 Board member or officer; and

(e) The District Official cooperates continuously and fully with the District in the defense of the action.

7. Any indemnification, legal defense or other protection pursuant to this representation shall not extend to :

(a) Consulting or other outside professional or business activities for which the District Official received financial or other material compensation that was outside the scope of his or her District duties and authority;

(b) Any independent contractor for whom defense or indemnification is not authorized pursuant to section 1(b) of this Resolution; 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) Any indemnification or defense prohibited by law.

8. In the event legal representation or defense is provided pursuant to this Resolution, the Board member or officer 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 District Official, 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. Any monies that may be payable by the District shall be reduced or offset by any court costs or attorneys fees awarded to the District Official.

9. 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.

10. To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives and estate of any District Official.

11. 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.

12. 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 _____ DAY OF _____ 2019.

ATTEST:

KINGMAN GATE COMMUNITY
DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman/ Vice Chairman

RESOLUTION 2020-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGMAN GATE 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, hereinafter referred to as the "Board" of the Kingman Gate Community Development District, hereinafter referred to as "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 KINGMAN GATE COMMUNITY DEVELOPMENT DISTRICT:

1. 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 credit quality rating from a 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. Securities listed in paragraphs c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

3. This Resolution shall become effective this _____ day of _____, 2019

Secretary/Assistant Secretary

Chairman/Vice Chairman

Select Year: 2019

The 2019 Florida Statutes

Title XIV
TAXATION AND
FINANCE

Chapter 218
FINANCIAL MATTERS PERTAINING TO POLITICAL
SUBDIVISIONS

[View Entire
Chapter](#)

218.415 Local government investment policies.—Investment activity by a unit of local government must be consistent with a written investment plan adopted by the governing body, or in the absence of the existence of a governing body, the respective principal officer of the unit of local government and maintained by the unit of local government or, in the alternative, such activity must be conducted in accordance with subsection (17). Any such unit of local government shall have an investment policy for any public funds in excess of the amounts needed to meet current expenses as provided in subsections (1)-(16), or shall meet the alternative investment guidelines contained in subsection (17). Such policies shall be structured to place the highest priority on the safety of principal and liquidity of funds. The optimization of investment returns shall be secondary to the requirements for safety and liquidity. Each unit of local government shall adopt policies that are commensurate with the nature and size of the public funds within its custody.

(1) **SCOPE.**—The investment policy shall apply to funds under the control of the unit of local government in excess of those required to meet current expenses. The investment policy shall not apply to pension funds, including those funds in chapters 175 and 185, or funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds.

(2) **INVESTMENT OBJECTIVES.**—The investment policy shall describe the investment objectives of the unit of local government. Investment objectives shall include safety of capital, liquidity of funds, and investment income, in that order.

(3) **PERFORMANCE MEASUREMENT.**—The investment policy shall specify performance measures as are appropriate for the nature and size of the public funds within the custody of the unit of local government.

(4) **PRUDENCE AND ETHICAL STANDARDS.**—The investment policy shall describe the level of prudence and ethical standards to be followed by the unit of local government in carrying out its investment activities with respect to funds described in this section. The unit of local government shall adopt the Prudent Person Rule, which states that: "Investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment."

(5) **LISTING OF AUTHORIZED INVESTMENTS.**—The investment policy shall list investments authorized by the governing body of the unit of local government, subject to the provisions of subsection (16). Investments not listed in the investment policy are prohibited. If the policy authorizes investments in derivative products, the policy must require that the unit of local government's officials responsible for making investment decisions or chief financial officer have developed sufficient understanding of the derivative products and have the expertise to manage them. For purposes of this subsection, a

“derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or index or asset values. If the policy authorizes investments in reverse repurchase agreements or other forms of leverage, the policy must limit the investments to transactions in which the proceeds are intended to provide liquidity and for which the unit of local government has sufficient resources and expertise.

(6) **MATURITY AND LIQUIDITY REQUIREMENTS.**—The investment policy shall require that the investment portfolio is structured in such manner as to provide sufficient liquidity to pay obligations as they come due. To that end, the investment policy should direct that, to the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash-flow requirements.

(7) **PORTFOLIO COMPOSITION.**—The investment policy shall establish guidelines for investments and limits on security issues, issuers, and maturities. Such guidelines shall be commensurate with the nature and size of the public funds within the custody of the unit of local government.

(8) **RISK AND DIVERSIFICATION.**—The investment policy shall provide for appropriate diversification of the investment portfolio. Investments held should be diversified to the extent practicable to control the risk of loss resulting from overconcentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which financial instruments are bought and sold. Diversification strategies within the established guidelines shall be reviewed and revised periodically, as deemed necessary by the appropriate management staff.

(9) **AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS.**—The investment policy should specify the authorized securities dealers, issuers, and banks from whom the unit of local government may purchase securities.

(10) **THIRD-PARTY CUSTODIAL AGREEMENTS.**—The investment policy shall provide appropriate arrangements for the holding of assets of the unit of local government. Securities should be held with a third party; and all securities purchased by, and all collateral obtained by, the unit of local government should be properly designated as an asset of the unit of local government. No withdrawal of securities, in whole or in part, shall be made from safekeeping, except by an authorized staff member of the unit of local government. Securities transactions between a broker-dealer and the custodian involving purchase or sale of securities by transfer of money or securities must be made on a “delivery vs. payment” basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction.

(11) **MASTER REPURCHASE AGREEMENT.**—The investment policy shall require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions shall adhere to the requirements of the Master Repurchase Agreement.

(12) **BID REQUIREMENT.**—The investment policy shall require that the unit of local government’s staff determine the approximate maturity date based on cash-flow needs and market conditions, analyze and select one or more optimal types of investment, and competitively bid the security in question when feasible and appropriate. Except as otherwise required by law, the bid deemed to best meet the investment objectives specified in subsection (2) must be selected.

(13) **INTERNAL CONTROLS.**—The investment policy shall provide for a system of internal controls and operational procedures. The unit of local government’s officials responsible for making investment decisions or chief financial officer shall establish a system of internal controls which shall be in writing and made a part of the governmental entity’s operational procedures. The investment policy shall provide for review of such controls by independent auditors as part of any financial audit periodically.

required of the unit of local government. The internal controls should be designed to prevent losses of funds which might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the unit of local government.

(14) CONTINUING EDUCATION.—The investment policy shall provide for the continuing education of the unit of local government's officials responsible for making investment decisions or chief financial officer. Such officials must annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

(15) REPORTING.—The investment policy shall provide for appropriate annual or more frequent reporting of investment activities. To that end, the governmental entity's officials responsible for making investment decisions or chief financial officer shall prepare periodic reports for submission to the legislative and governing body of the unit of local government, which shall include securities in the portfolio by class or type, book value, income earned, and market value as of the report date. Such reports shall be available to the public.

(16) AUTHORIZED INVESTMENTS; WRITTEN INVESTMENT POLICIES.—Those units of local government electing to adopt a written investment policy as provided in subsections (1)-(15) may by resolution invest and reinvest any surplus public funds in their control or possession in:

(a) The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01.

(b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

(c) Interest-bearing time deposits or savings accounts in qualified public depositories as defined in s. 280.02.

(d) Direct obligations of the United States Treasury.

(e) Federal agencies and instrumentalities.

(f) Rated or unrated bonds, notes, or instruments backed by the full faith and credit of the government of Israel.

(g) Securities of, or other interests in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.

(h) Other investments authorized by law or by ordinance for a county or a municipality.

(i) Other investments authorized by law or by resolution for a school district or a special district.

(17) AUTHORIZED INVESTMENTS; NO WRITTEN INVESTMENT POLICY.—Those units of local government electing not to adopt a written investment policy in accordance with investment policies developed as provided in subsections (1)-(15) may invest or reinvest any surplus public funds in their control or possession in:

(a) The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01.

(b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

(c) Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in s. 280.02.

(d) Direct obligations of the U.S. Treasury.

The securities listed in paragraphs (c) and (d) shall be invested to provide sufficient liquidity to pay obligations as they come due.

(18) SECURITIES; DISPOSITION.—

(a) Every security purchased under this section on behalf of the governing body of a unit of local government must be properly earmarked and:

1. If registered with the issuer or its agents, must be immediately placed for safekeeping in a location that protects the governing body's interest in the security;
2. If in book entry form, must be held for the credit of the governing body by a depository chartered by the Federal Government, the state, or any other state or territory of the United States which has a branch or principal place of business in this state as defined in s. 658.12, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in this state, and must be kept by the depository in an account separate and apart from the assets of the financial institution; or
3. If physically issued to the holder but not registered with the issuer or its agents, must be immediately placed for safekeeping in a secured vault.

(b) The unit of local government's governing body may also receive bank trust receipts in return for investment of surplus funds in securities. Any trust receipts received must enumerate the various securities held, together with the specific number of each security held. The actual securities on which the trust receipts are issued may be held by any bank depository chartered by the Federal Government, this state, or any other state or territory of the United States which has a branch or principal place of business in this state as defined in s. 658.12, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in this state.

(19) SALE OF SECURITIES.—When the invested funds are needed in whole or in part for the purposes originally intended or for more optimal investments, the unit of local government's governing body may sell such investments at the then-prevailing market price and place the proceeds into the proper account or fund of the unit of local government.

(20) PREEXISTING CONTRACT.—Any public funds subject to a contract or agreement existing on October 1, 2000, may not be invested contrary to such contract or agreement.

(21) PREEMPTION.—Any provision of any special act, municipal charter, or other law which prohibits or restricts a local governmental entity from complying with this section or any rules adopted under this section is void to the extent of the conflict.

(22) AUDITS.—Certified public accountants conducting audits of units of local government pursuant to s. 218.39 shall report, as part of the audit, whether or not the unit of local government has complied with this section.

(23) AUTHORIZED DEPOSITS.—In addition to the investments authorized for local governments in subsections (16) and (17) and notwithstanding any other provisions of law, a unit of local government may deposit any portion of surplus public funds in its control or possession in accordance with the following conditions:

- (a) The funds are initially deposited in a qualified public depository, as defined in s. 280.02, selected by the unit of local government.

(b) The selected depository arranges for depositing the funds in financial deposit instruments insured by the Federal Deposit Insurance Corporation in one or more federally insured banks or savings and loan associations, wherever located, for the account of the unit of local government.

(c) The full amount of the principal and accrued interest of each financial deposit instrument is insured by the Federal Deposit Insurance Corporation.

(d) The selected depository acts as custodian for the unit of local government with respect to each financial deposit instrument issued for its account.

History.—s. 1, ch. 95-194; s. 2, ch. 97-9; s. 3, ch. 2000-264; ss. 66, 141, ch. 2001-266; s. 2, ch. 2005-126; s. 1, ch. 2007-89; s. 42, ch. 2008-4; s. 2, ch. 2009-140.

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RESOLUTION 2020-10

A RESOLUTION OF THE KINGMAN GATE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT MANAGER, TREASURER, OR FINANCE DIRECTOR TO EXECUTE THE PUBLIC DEPOSITORS REPORT, AND FURTHER AUTHORIZING THE EXECUTION OF ANY AND ALL OTHER FINANCIAL REPORTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Kingman Gate Community Development District has established the position of Treasurer and Finance Director for the purpose of maintaining the financial records of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE KINGMAN GATE COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS AS FOLLOW:

1. The District Manager, Treasurer and/or Finance Director are hereby authorized on behalf of Kingman Gate Community Development District to execute the public depositor report to the Office of the Treasurer as required by Chapter 280, Florida Statutes, and any and all other financial reports required by any other rule, statute, law ordinance or regulation.
2. This Resolution shall be effective immediately upon adoption.

THIS RESOLUTION INTRODUCED and ADOPTED by the **BOARD OF SUPERVISORS** at their organizational meeting on _____ day of _____, 2019.

Chairman/Vice Chairman

Secretary/Assistant Secretary



Stephen D. Sanford
Direct Phone: 561-650-7945
Direct Fax: 561-838-8845
E-Mail: sanfords@gtlaw.com

October 30, 2019

Board of Supervisors of the Kingman Gate
Community Development District
c/o Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road
Sunrise, FL 33351
Attn: Mr. Luis Hernandez

Re: Kingman Gate Community Development District
Special Assessment Bonds, Series 2020

Dear Board of Supervisors:

This letter sets forth Greenberg Traurig, P.A.'s proposal to serve as Bond Counsel in connection with the issuance by the Kingman Gate Community Development District (the "District") of its planned Special Assessment Bonds, Series 2020 (herein, the "Bonds") to finance the District's public improvement plan.

We have extensive experience serving as Bond Counsel for all types of municipal transactions throughout the State of Florida and is a nationally recognized bond counsel firm. We specialize in community development district financings serving as either bond counsel, disclosure counsel or underwriter's counsel. Our tax department is second to none with specialized expertise in the tax analysis associated with, but not limited to, community development district financings in Florida.

As Bond Counsel we would draft the bond documents and resolutions. We will work closely with Underwriter's counsel, Issuer's counsel and the District Manager on all aspects of this proposed financing, including assisting District counsel in the validation of the Bonds and assisting Underwriter's counsel in the preparation of the offering document. At the closing, we will deliver our approving tax opinion regarding the validity of the Bonds and its tax-exempt status.

Our fee for the services rendered would be the lesser of \$50,000, or the number of actual attorney hours incurred. Our fee and expenses would be payable at the time of the closing. If for any reason the Bonds do not close because of a decision of the District, we would bill the District the lesser of our above quoted fees or the actual number of hours incurred by our attorneys and paralegals at their respective rates discounted by 20%.

We will also seek reimbursement of our reasonable documented expenses in an amount not to exceed \$1,500. Our fees are payable at, and contingent upon, the closing of the Bonds (other than our expenses which are not contingent on the closing of the Bonds). Our out-of-pocket expenses, for which we will bill the District at the time of delivery of the Bonds, 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 fee assumes that the requirements of Circular 230 will not be applicable to the Bonds; but in any event could not exceed the above stated amounts without notice to the Board of Supervisors of the Issuer.

If our fee proposal is acceptable, please indicate by having an authorized Board member sign below on the extra copy of this letter enclosed herewith and return the same to me.

If any Board member should have any questions regarding this proposal or the role of bond counsel, please do not hesitate to call. I would be the principal shareholder responsible for all work regarding this engagement.

Very truly yours,

GREENBERG TRAURIG, P.A.

Stephen D. Sanford/st
Stephen D. Sanford
Shareholder

Agreed and Accepted:

KINGMAN GATE COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

36069112v1/999903.000124

fmsbonds
Municipal Bond Specialists

20660 W. Dixie Highway
North Miami Beach, FL 33180

October 30, 2019

Kingman Gate Community Development District
c/o Governmental Management Services
5385 North Nob Hill Road
Sunrise, Florida 33351
Attn: Mr. Luis Hernandez

Re: Agreement for Underwriter Services & G-17 Disclosure

Dear Mr. Hernandez:

Thank you for the opportunity to work with the Kingman Gate Community Development District (the "District") regarding the underwriting of the District's Special Assessment Bonds, Series 2020 (the "Bonds"). The District 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. FMS is not acting as a municipal advisor for the developer in connection with the subject transaction. 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 Rule Board Rule G-17 Disclosure that the District should read in its entirety and acknowledge by signing below.

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:

**KINGMAN GATE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

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 District 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 District 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 District 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 District 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 District.
5. Assumptions. The proposed terms and statements of intention set forth in this agreement are based on information currently available to FMS about the District 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 district;
 - 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 District 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 District agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the District. To assist FMS in the underwriting the District will (a) provide and cause the District'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 District and its advisors; and (b) otherwise assist FMS in its underwriting efforts.
7. Term of Engagement. The term of this Agreement shall commence as of the date of this Agreement and continue in full force and effect unless terminated by either party. In event of termination by the District 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 and this agreement are solely for the benefit of the District 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 Agreement contains the entire understanding of the parties relating to the transactions contemplated hereby and this Agreement supersedes all prior agreements, understandings and negotiations with respect thereto. This Agreement may be executed in counterparts each of which shall be an original but all of such counterparts shall constitute one and the same instrument.

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

[Remainder of Page Intentionally Left Blank]

ATTACHMENT II

MSRB Rule G-17 Disclosure --- The District has engaged FMS to serve as underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our services as underwriter, FMS may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. We may also have provided such advice as part of the process of seeking to be selected to serve as your underwriter. Any such advice was provided by FMS as an underwriter and not as your financial advisor in this transaction.

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

- MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- The underwriter's primary role is to purchase the Bonds with a view to distribution 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 are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their 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 sell the Bonds to investors at prices that are fair and reasonable.
- As underwriter, we will review the disclosure document for the Bonds in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.¹

The underwriter will be compensated by a fee and/or a fee that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. 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 District acknowledges no such recommendation has been made by FMS.

¹ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the offering document by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the offering document.

Please note nothing in this letter is an expressed nor an implied commitment by us to provide financing or to purchase or place the Bonds or any other securities. Any such commitment shall only be set forth in a bond purchase agreement or other appropriate form of agreement for the type of transaction undertaken by you.

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

FMS is acting independently in seeking to act as an underwriter in the transactions 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. FMS assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the other underwriters in connection with the transactions contemplated herein or otherwise.

If you or any other Issuer representatives have any questions or concerns about these disclosures, please make those questions or concerns known immediately to FMS. In addition, Issuer should consult with its own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. Depending on the final structure of the transaction that the District and FMS decide to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures.



*U.S. Bank National Association Global
Corporate Trust
225 E. Robinson Street, Suite 250
Orlando, Florida 32801*

November 14, 2019

Mr. Luis Hernandez
Governmental Management Services-LLC
5385 North Nob Hill Road
Sunrise, FL 33351

Re: Kingman Gate Community Development District

Dear Luis,

On behalf of U.S. Bank National Association, we are pleased to submit our fees to serve as Trustee, Paying Agent & Registrar services for Kingman Gate Community Development District.

Recognized as a premier global provider of corporate trust services, U.S. Bank Global Corporate Trust provides expert trust services to both corporate and municipal clients. We have established a solid position as a responsive specialist that promises and delivers premium performance and service over the life of your bond programs - coupled with a steadfast commitment to integrity.

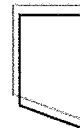
We are also proud to state that U.S. Bank is committed to business policies and practices that sustain the environment and does have a formal Environmental Sustainability Policy that guides and directs our business approach to sustainability. We take a broad approach to transforming our environmental commitments into actionable business practices. Environmental teams throughout the company work at the grassroots level to identify and build green opportunities into our products, services and business practices. Progress is monitored and directed by our Environmental Affairs team and the Stewardship Council. Grassroots action with senior-level accountability provides focus, and results in concrete progress toward meeting our goals. Our delivery of our online portal strategy is a great example of this policy in action reducing the paper carbon footprint through the use of imaging technology.

I appreciate your business and look forward to this opportunity to serve as your trustee as well as any future banking or corporate trust needs.

Should you have any questions, please do not hesitate to call me at (407) 835-3805.

Best regards,

Stacey L. Johnson
Vice President
Relationship Manager | Southeast Region



**Trustee Proposal for
Kingman Gate Community Development District**

Acceptance Fee **\$1,925.00 One Time, Per Series, payable in advance**
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.

Annual Administration Fee* **4 basis points on amount issued:**
Minimum \$3,750.00 Per Series, payable in advance
Each additional Series \$2,750.00
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.

Trustee Counsel Fees **Not to exceed \$6,000.00**
Any additional ongoing legal fees and expenses would be billed at cost.

Investment Administration ***\$500 Per Contract**
The investment fee includes the activities associated with establishing the account, manual processing of transactions, reconciliation of balances, wiring of funds, etc. Payable at time of initial investment and annually in advance. *Does not include U.S. Bank investment products.

Out of Pocket Expenses **Billed at Cost**
Includes, but are not limited to, travel expenses to attend closing.

Incidental Expenses **7.75% of Annual Admin. Fee**
Incidental expenses, such as wires, postage, copies, mailings, courier expenses, etc.

Extraordinary Expenses / Other Services **Billed at Cost**
Extraordinary services are responses to requests, inquiries or developments, or the carrying out of duties or responsibilities of an unusual nature, including termination, which may or may not be provided for in the governing documents, are not routine or undertaken in the ordinary course of business. Payment of fees for extraordinary services is appropriate where particular requests, inquiries or developments are unexpected, even if the possibility of such things could have been foreseen at the inception of the transaction. This would include but is not limited to document amendments and substitutions, mandatory tenders, optional redemptions, UCC filings, investment agreements, outside held money market funds, default administration, travel expense (if any outside the city), etc. A reasonable charge will be assessed and collected by the trustee based on the nature of the extraordinary service. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.

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

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.

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.

Kingman Gate Community Development District

Engineer's Report
Infrastructure Improvements

Prepared for
Kingman Gate Community Development District
Board of Supervisors
City of Homestead, Miami-Dade County, Florida

Prepared by
Alvarez Engineers, Inc.

8935 NW 35 Lane, Suite 101
Doral, FL 33172
Telephone 305-640-1345

E-Mail Address: Info@Alvarezeng.com

November 22, 2019

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1st DRAFT

I. Introduction.

Kingman Gate Community Development District (the "District" or "CDD") was established by the enactment of Miami-Dade County Ordinance No. 19-100 on October 29, 2019. Such Ordinance became effective ten days later, on November 8, 2019. The District is expected to encompass 117 single family units, 349 townhomes and 304 villas homes within 79.62 acres of land for a total of 770 residential units. The District is located in the City of Homestead, Miami-Dade County, Florida, and is bounded by the plats of Keys Garden and Center Gate (PB 165, PG 81 and PB 133, PG 7, respectively) on the west, South Canal Drive on the north, Kingman Road (SW 152 Avenue) on the east and north of Palm Drive on the south. Refer to Exhibits 1 and 2 for the location and boundary maps of the CDD.

The District is wholly comprised within the Tentative Plat of Keys Gate Residential (the "T-Plat"). In August of 2019 the T-Plat received approval from the Regulatory and Economic Resources Department of Miami-Dade County under T-Plat Number T-24280. The approval is valid until April 26, 2010 at which time either the final plat will be recorded, or the T-Plat approval will be extended by Lennar Homes, LLC (the "Developer").

The District will partially finance the infrastructure improvements that support the Keys Gate Residential development (the "Development"), including improvements to South Canal Drive, Kingman Road and Town Center Boulevard (the "Offsite Roads"), four entrance roads (up to the hard-gate bars), the stormwater and drainage facilities, the water and sewer systems, and the land acquisition of the 5.43-acre lake tract and the four entrance roads (refer to Exhibit 3). Together, the improvements and the land acquisitions are referred hereinafter as the "Public Infrastructure".

The land within the boundary of the District is currently owned by the Developer, as it was acquired from Clifford Lincoln, Trustee of Keys Gate III Trust on July 31, 2019 in accordance with Special Warranty Deed recorded at ORB 31556, PG 4008. Upon recording of the final plat and the completion of the Development, the land will be made up of CDD and Non-CDD-owned areas as shown in Table 1. There will be instances where the CDD will need to be granted easements in land owned by others for drainage and other purposes, such as for entry features. The tracts for such easements are also identified in Table 1.

Refer also to Exhibit 3 for a graphical representation of the land tracts intended to be owned by the CDD.

| Table 1 | | | | | | | |
|-----------------------|--|---|-----------|---------|----------|-------------|-------|
| Tract ID (Per T-Plat) | Use | Future Land Ownership and CDD Easements | | | | | |
| | | CDD Own | CDD Esmt. | HOA Own | City Own | Private Own | Other |
| A | Ingress, Egress, Drainage, Landsc, Utilities | | ✓ | ✓ | | | |
| B | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| C | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| D | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| E | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| F | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| G | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| H | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| I | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| J | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| K | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| L | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |

1st DRAFT

Table 1

| Tract ID (Per T-Plat) | Use | Future Land Ownership and CDD Easements | | | | | |
|-----------------------|--|---|-----------|---------|----------|-------------|-------|
| | | CDD Own | CDD Esmt. | HOA Own | City Own | Private Own | Other |
| M | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| N | Ingress, Egress, Drainage, Landsc, Utilities | | ✓ | ✓ | | | |
| O | Entry Feature, Landscape, Common Area | | ✓ | ✓ | | | |
| P | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| Q | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| R | Clubhouse | | ✓ | ✓ | | | |
| S | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| T | Lift Station (Sewer) | | | | ✓ | | |
| U | Mail Kiosk, Drainage, Landsc. Comm Area | | | ✓ | | | |
| V | Landscape, Drainage and Common Area | | | ✓ | | | |
| W | Landscape, Drainage and Common Area | | | ✓ | | | |
| X | Landscape, Drainage and Common Area | | | ✓ | | | |
| Y | Landscape, Drainage and Common Area | | | ✓ | | | |
| Z | Landscape, Drainage and Common Area | | | ✓ | | | |
| A1 | Mail Kiosk, Drainage, Landsc. Comm Area | | | ✓ | | | |
| B1 | Stormwater Retention Area (Lake) | ✓ | | | | | |
| C1 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| D1 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| E1 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| F1 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| G1 | Private Park, Drainage, Common Area | | ✓ | ✓ | | | |
| H1 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| I1 | Private Park, Drainage, Common Area | | ✓ | ✓ | | | |
| J1 | Entry Feature, Landscape, Common Area | | ✓ | ✓ | | | |
| K1 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| L1 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| M1 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| N1 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| O1 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| P1 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| Q1 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| R1 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| S1 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| T1 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| U1 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| V1 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| W1 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |

1st DRAFT

| Table 1 | | | | | | | |
|-----------------------|--|---|-----------|---------|----------|-------------|-------|
| Tract ID (Per T-Plat) | Use | Future Land Ownership and CDD Easements | | | | | |
| | | CDD Own | CDD Esmt. | HOA Own | City Own | Private Own | Other |
| X1 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| Y1 | Private Park, Mail Kiosk, Drainage, Comm | | ✓ | ✓ | | | |
| Z1 | Private Park, Mail Kiosk, Drainage, Comm | | ✓ | ✓ | | | |
| A2 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| B2 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| C2 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| D2 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| E2 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| F2 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| G2 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| H2 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| I2 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| J2 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| K2 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| L2 | Landscape, Drainage and Common Area | | ✓ | ✓ | | | |
| Portion of Tract A | Entrance Road No. 1 (SE 27 Ave) | ✓ | | | | | |
| Portion of Tract N | Entrance Road No. 2 (SE 27 Ave) | ✓ | | | | | |
| Portion of Tract N | Entrance Road No. 3 (SE 14 Ct) | ✓ | | | | | |
| Portion of Tract N | Entrance Road No. 4 (SE 26 Dr) | ✓ | | | | | |
| 117 Resid. Units | Single Family | | | | | ✓ | |
| 349 Resid. Units | Townhomes | | | | | ✓ | |
| 304 Resid. Units | Villas | | | | | ✓ | |

II. Purpose of this Engineer's Report.

This Report was prepared for the purpose of describing the Public Infrastructure that supports the Development within the District and to report as to its estimated construction costs, status of permits, and schedule of construction. The Public Infrastructure is to be partially financed by the District and is to benefit the residents living within the CDD boundaries as well as the general public.

III. Description of the Public Infrastructure.

The Public Infrastructure, as described in this Report, consists of roadway, stormwater management, drainage, water and sanitary sewer improvements that will give service and access to 770 residential units located inside the District's boundary. The proposed Public Infrastructure, as outlined herein, is necessary for the functional development of the District and provides a direct and special benefit to the lands within.

a. Roadway Improvements.

The roadway improvements consist of constructing offsite turn lanes at the entrances to the Development at South Canal Drive, Kingman Avenue and Town Center Boulevard, as described in the Paving and Drainage Plans for Keys Gate Residential, prepared by Ford Engineers, Inc.

1st DRAFT

(the "P&D Plans"). The CDD roadway improvements also include the construction of four entrance roads located on the south and north sides of Town Center Boulevard, on the east side of Kingman Road, and on the south side of South Canal Drive. The construction of the entrance roads extends from the right of way line of the adjacent offsite roads to the hard gates of the Development. Refer to Exhibit 3.

The Developer intends to gate the Development's interior roads to limit access to the residents only, making those roads, in effect, private, and consequently, ineligible for CDD financing. The estimate of costs presented in this Engineer's Report (the "Report") for the Public Infrastructure does not include the cost of constructing the interior roads behind the gates, except for the interior roadside curbs and gutters, which are considered part of the drainage system, and whose costs are included in the stormwater management category of the Public Infrastructure.

The Developer intends to grant the District, at no cost, easements over the interior Ingress and Egress right of ways (Tracts "A" and "N") in order to provide access to the lake and the stormwater management and drainage facilities which the District will own.

The Developer intends to grant the District in fee simple the land of the four entrance roads, from the right of way of the adjacent offsite roads to the hard gates. Refer to Exhibit 3.

The Miami-Dade County Road Impact Fees are included in the estimated cost of roadway improvements. The Developer intends to advance the funds to pay for the impact fees on behalf of the District.

b. Stormwater Management and Drainage Facilities.

The District will fund the construction of the lake as well as the drainage components of the offsite roads, the entrance roads and the interior roads. Although the latter are private roads, their drainage component, including curbs and gutters, is included in the Public Infrastructure because it is part of the stormwater management plan that gives flood protection to the District and the surrounding lands.

The Developer intends to grant the District, at no cost, easements over the interior Ingress and Egress right of ways (Tracts "A" and "N") in order to provide access to the lake and the stormwater management and drainage facilities which the District will own.

The Developer intends to grant the District in fee simple, the 5.34-acre land tract for the lake (Tract "B1") and easements over the tracts that access the lake.

c. Water Distribution and Sewer Collection Systems.

The cost of constructing the water and sewer systems is included in the Public Infrastructure. The systems extend from the point of connection with Miami-Dade County Water and Sewer Department ("WASD") or City of Homestead facilities, to the property lines of the residential lots, as described in the Water and Sewer Plans for Keys Gate Residential prepared by Ford Engineers, Inc. (the "W/S Plans"). The sewer collection system includes the cost of the lift station and related force main.

The Developer intends to grant the District, at no cost, the necessary easements for constructing and accessing the improvements. The District intends to convey to WASD and the City of Homestead the completed improvements for future ownership and maintenance.

The WASD Connection Charges are included in the estimated costs of the Public Infrastructure. The Developer intends to advance the funds to pay for the connection charges on behalf of the District.

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d. Lake and Entrance Roads Land Acquisition.

The District may purchase from the Developer, the lake tract (Tract "B1") and the entrance roads (Portions of Tracts "A" and "N"). The estimated purchase prices presented in this Report are based on the \$22,110,000 reported purchase price of the land by the Developer, which equates to \$277,694 per acre (i.e., \$22,110,000/ 79.62 acres). The final CDD purchase prices are to be the lower of the Developer's purchase price or the appraised value of the land.

Therefore, this Report's estimated CDD purchase prices are as shown in Table 2 below:

| Table 2 | | | | |
|---------------------|--------------------|-------|----------------|--------------------------|
| Description | Tract ID | Acres | Price Per Acre | Estimated Purchase Price |
| Lake Tract | B1 | 5.34 | \$277,694 | \$1,482,886 |
| Entrance Road No. 1 | Portion of Tract A | 0.36 | \$277,694 | \$99,970 |
| Entrance Road No. 2 | Portion of Tract N | 0.46 | \$277,694 | \$127,739 |
| Entrance Road No. 3 | Portion of Tract N | 0.65 | \$277,694 | \$180,501 |
| Entrance Road No. 4 | Portion of Tract N | 0.18 | \$277,694 | \$49,985 |
| Total | | | | \$1,941,081 |

IV. Estimated Schedule of Construction of the Public Infrastructure.

| Table 3 | | |
|-----------------------|------------|----------|
| Work Description | Begin Date | End Date |
| Earthwork | | |
| Lake | | |
| Water | | |
| Sewer | | |
| Drainage | | |
| Paving and Grading | | |
| Landscaping | | |
| Final Lift of Asphalt | | |

V. Ownership and Maintenance.

The District will partially finance the acquisition and/or construction of the Public Infrastructure. It will then transfer the improvements to the following agencies for ownership and maintenance:

| Description | Future Ownership | Future Maintenance |
|---------------------------------------|------------------|--------------------|
| Offsite Roads | County/City | County/City |
| Entrance Road | CDD | CDD |
| Entry Features | CDD | CDD |
| Stormwater Management Lake | CDD | CDD |
| Interior roads drainage with easement | CDD | CDD |
| Water Distribution System | WASD/City | WASD/City |
| Sanitary Sewer System | WASD/City | WASD/City |

1st DRAFT

VI. Permitting Status.

The table below reflects the permitting status of the development as of the date of this Report.

| Table 4 | | | | |
|-----------------------------|-------------------------|------------|----------|------------------|
| Permit | Agency | In Process | Approved | Date/Anticipated |
| Site Plan Concurrency | County | | | |
| T-Plat | County | | Aug-2019 | |
| Final Plat | County | | | |
| Paving and Drainage Plans | County | | | |
| Paving and Drainage Plans | County Highway Division | | | |
| Subdivision Bond | County | | | |
| Sewer | County RER | | | |
| Water | County RER | | | |
| FPL Undergrounding | FPL/County | | | |
| Stormwater Management | County RER | | | |
| Tree Program | County DERM | | | |
| FLA Dept. Of Transportation | FDOT | | | |
| School Board | County | | | |
| Water & Sewer | WASD | | | |
| Lake | County | | | |
| CDD Petition | Miami-Dade County | | Nov-2019 | |

VII. Estimate of Public Infrastructure Costs.

| Table 5 | |
|------------------------------------|--------------|
| Roadway Improvements | \$7,819,543 |
| Stormwater Management and Drainage | \$4,723,639 |
| Water Distribution System | \$2,589,195 |
| Sanitary Collection System | \$3,564,922 |
| Total | \$18,697,299 |

Details of the estimates of costs may be found in Tables 1 through 13 in the Appendix.

VIII. Engineer's Certification.

It is our opinion that the proposed improvements constituting the Public Infrastructure and their estimated costs are fair and reasonable, and that the residential lots within the assessment areas will receive a special benefit equal to or greater than the cost of such improvements. We believe that the improvements can be permitted, constructed and installed at the costs described in this report.

1st DRAFT

11/22/2019

Alvarez Engineers, Inc.

I hereby certify that the foregoing is a true and correct copy of the Engineer's Report for the Kingman Gate Community Development District.

Juan R. Alvarez, PE
Florida Registration No. 38522
Alvarez Engineers, Inc.
November 22, 2019

1st DRAFT

8935 NW 35 Lane, Suite 101, Doral, Florida 33172
Telephone (305) 640-1345 E-Mail: Info@AlvarezEng.com

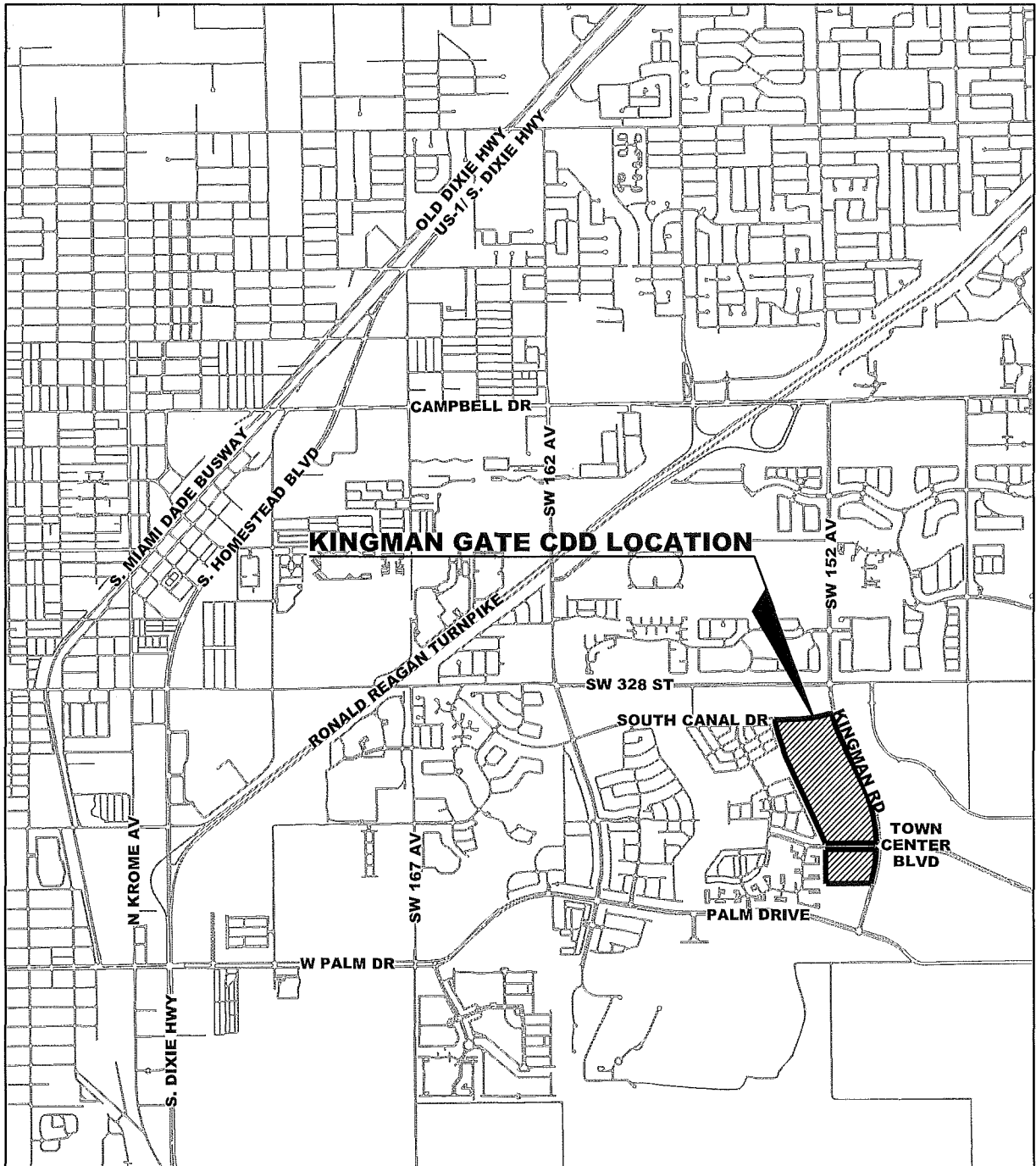
11/22/2019

Alvarez Engineers, Inc.

APPENDIX

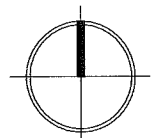
1st DRAFT

8935 NW 35 Lane, Suite 101, Doral, Florida 33172
Telephone (305) 640-1345 E-Mail: Info@AlvarezEng.com



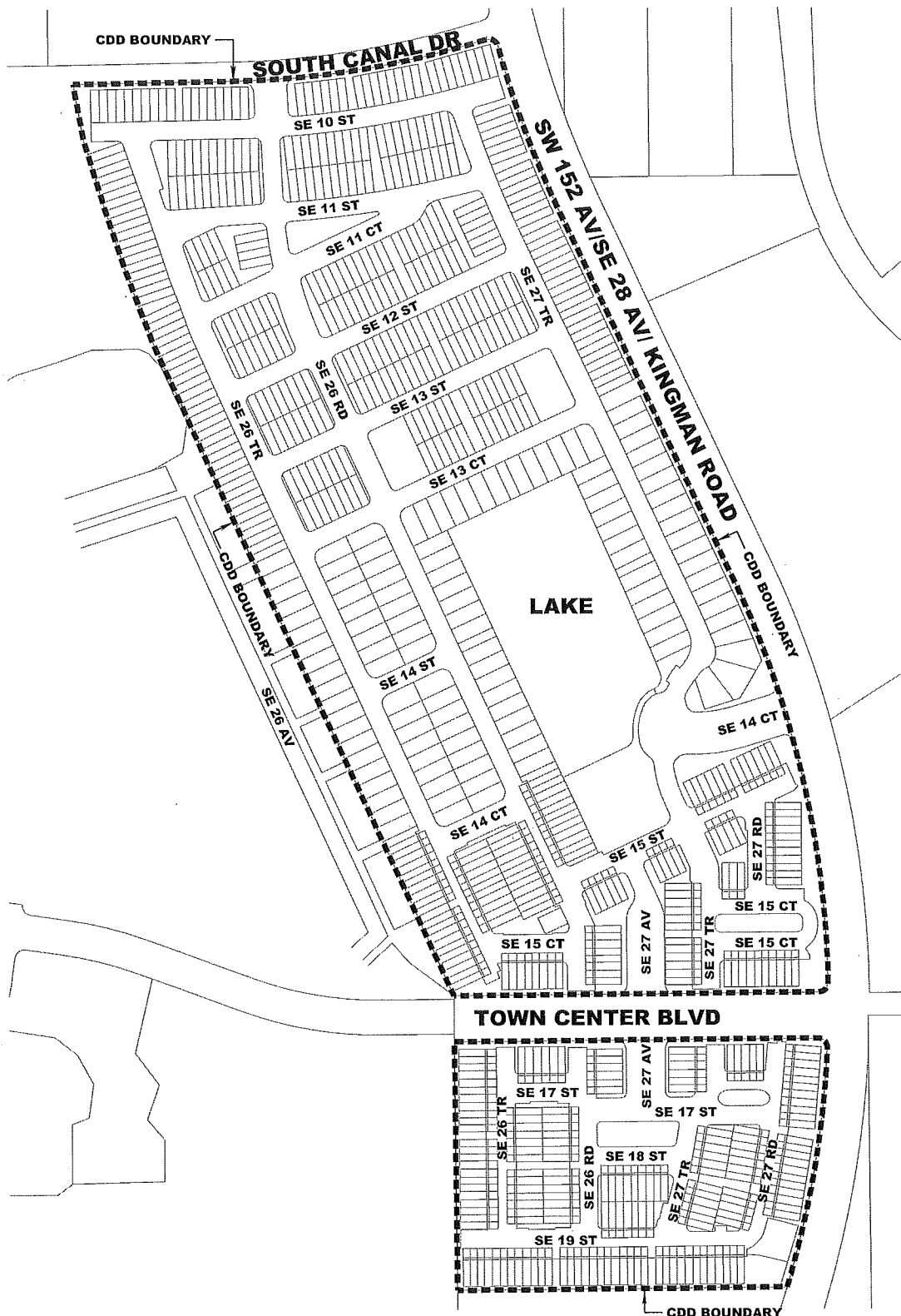
ALVAREZ ENGINEERS, INC.

**KINGMAN GATE CDD
LOCATION MAP**



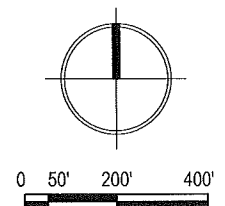
0 500' 1500' 3000'

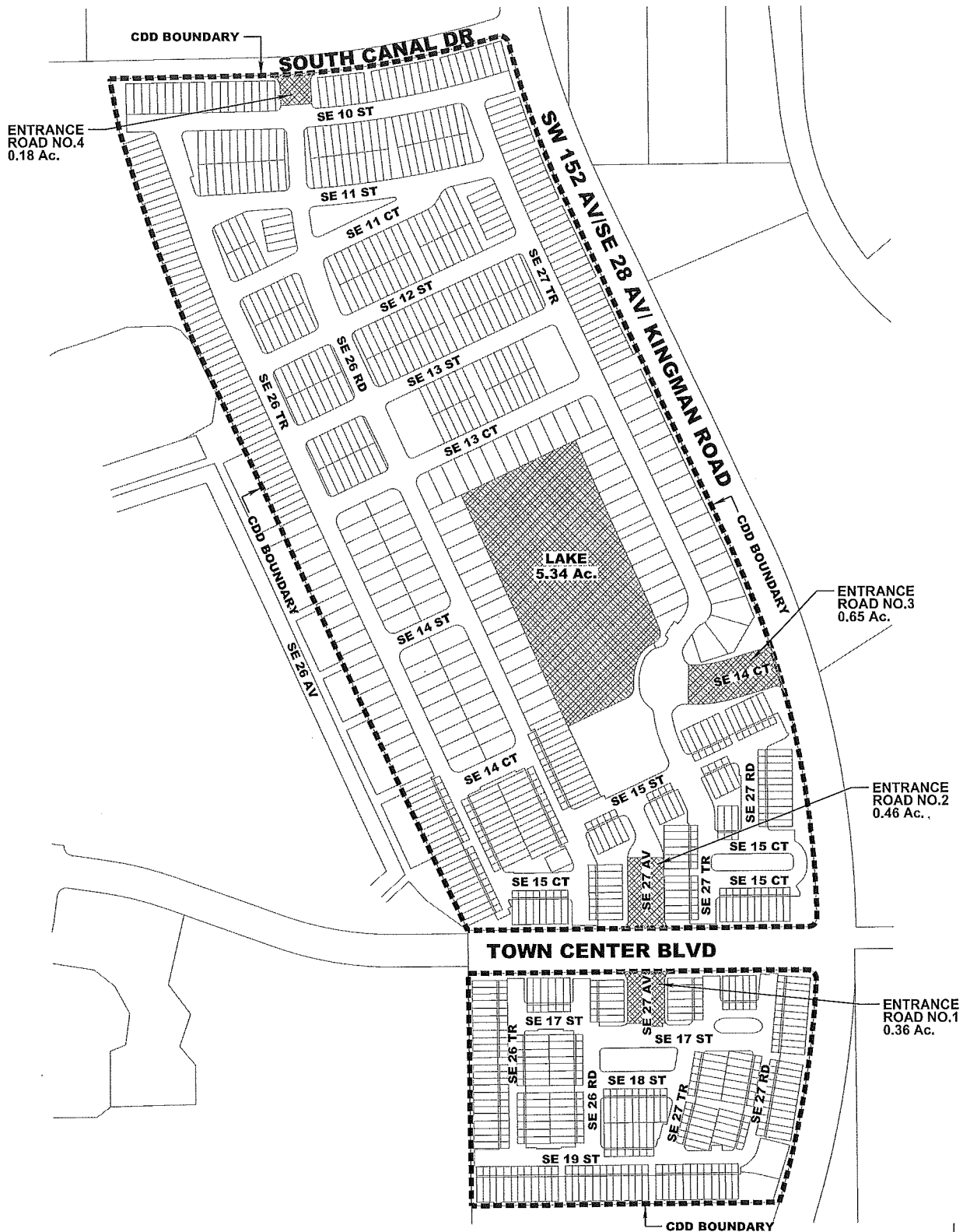
EXHIBIT 1



ALVAREZ ENGINEERS, INC.
KINGMAN GATE CDD
DISTRICT BOUNDARY

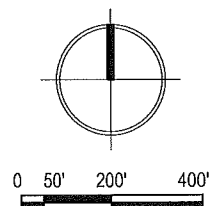
EXHIBIT 2





ALVAREZ ENGINEERS, INC.
KINGMAN GATE CDD
POTENTIAL LAND ACQUISITIONS

EXHIBIT 3



| |
|--|
| KINGMAN GATE CDD Construction Cost Estimate Summary Sheet |
|--|

[illegible]

Table 1 of 13

| KINGMAN GATE CDD | | | | | | | | | |
|---|--|-----------|------|----------------------|----------------|---------|---------------------|--------------|---------------|
| Construction Cost Estimate | | | | | | | | | |
| Earthwork & Demolition (Part of Roadway Improvements) | | | | | | | | | |
| Item Order | Description of Work | Quantity | Unit | Unit Price (\$/Unit) | Proportion (%) | | Estimated Cost (\$) | | |
| | | | | | CDD | Non-CDD | CDD | Non-CDD | Total |
| DEMOLITION: ONSITE | | | | | | | | | |
| 1 | Pipe Removal-Water | 3,950.00 | SF | 6.87 | 100.00 | - | 27,136.50 | - | 27,136.50 |
| Sub-total Demolition Onsite | | | | | | | 27,136.50 | - | 27,136.50 |
| EARTHWORK: ONSITE | | | | | | | | | |
| 1 | Clearing & Grubbing | 82 | AC | 2,439.00 | 11.10 | 88.90 | 22,199.78 | 177,798.22 | 199,998.00 |
| 2 | Silt Fence (No Maintenance) | 11,750 | LF | 1.90 | 11.10 | 88.90 | 2,478.08 | 19,846.92 | 22,325.00 |
| 3 | Proof Roll Site | 286,725 | SY | 0.11 | 11.10 | 88.90 | 3,500.91 | 28,038.84 | 31,539.75 |
| 4 | Excavate & Stockpiles (Top Layer @ North Parcel) | 16,025 | CY | 2.00 | 11.10 | 88.90 | 3,557.55 | 28,492.45 | 32,050.00 |
| 5 | Load Haul and Palce | 16,025 | CY | 2.00 | 11.10 | 88.90 | 3,557.55 | 28,492.45 | 32,050.00 |
| 6 | Over-Excavate & Stockpile (Per Nelco Attachment) | 40,460 | CY | 2.00 | 11.10 | 88.90 | 8,982.12 | 71,937.88 | 80,920.00 |
| 7 | Demoucking Lake Area Only | 35,133 | CY | 2.00 | 100.00 | - | 70,266.00 | - | 70,266.00 |
| 8 | Move to Green Areas | 59,710 | CY | 2.00 | 11.10 | 88.90 | 13,255.62 | 106,164.38 | 119,420.00 |
| 9 | Haul Away Peat Material (Non Hazardous) | 15,883 | CY | 10.00 | 11.10 | 88.90 | 17,630.13 | 141,199.87 | 158,830.00 |
| 10 | Slope Lake Top of Bank | 2,055 | LF | 5.75 | 100.00 | - | 11,816.25 | - | 11,816.25 |
| 11 | Excavate & Stockpile | 123,270 | CY | 3.00 | 11.10 | 88.90 | 41,048.91 | 328,761.09 | 369,810.00 |
| 12 | Load, Haul & Place | 123,270 | CY | 2.00 | 11.10 | 88.90 | 27,365.94 | 219,174.06 | 246,540.00 |
| 13 | Import Fill (E-Fill) | 633,027 | TN | 13.77 | 11.10 | 88.90 | 967,562.78 | 7,749,219.01 | 8,716,781.79 |
| 14 | Miscellaneous Landscape Grading | 1,630,570 | SF | 0.05 | 11.10 | 88.90 | 9,049.66 | 72,478.84 | 81,528.50 |
| 15 | Laser Grade Building Pad @ 12" Below FFE | 1,018,790 | SF | 0.05 | - | 100.00 | - | 50,939.50 | 50,939.50 |
| 16 | Survey | 1 | LS | 134,357.50 | 11.10 | 88.90 | 14,913.68 | 119,443.82 | 134,357.50 |
| Sub-total EW Onsite | | | | | | | 1,217,184.96 | 9,141,987.33 | 10,359,172.29 |
| DEMOLITION: OFFSITE | | | | | | | | | |
| 1 | Sidewalk Removal | 3,948 | SF | 1.50 | 100.00 | - | 5,922.00 | - | 5,922.00 |
| 2 | Remove Existing Sign | 2 | EA | 50.00 | 100.00 | - | 100.00 | - | 100.00 |
| 3 | MOT and Traffic Control | 1 | LS | 2,500.00 | 100.00 | - | 2,500.00 | - | 2,500.00 |
| Sub-total Demolition Offsite | | | | | | | 8,522.00 | - | 8,522.00 |

Table 2 of 13

| EARTHWORK: OFFSITE | | | | | | | | | |
|-------------------------------------|---------------------------------|--------|----|----------------|--------|-------|--------------|---------------|---------------|
| 1 | Proof Roll Site | 4,070 | SY | 0.11 | 100.00 | - | 447.70 | - | 447.70 |
| 2 | Strip Site 6" & Stockpile | 180 | CY | 2.50 | 100.00 | - | 450.00 | - | 450.00 |
| 3 | Haul Away Srippongs Ofsite | 180 | CY | 2.00 | 100.00 | - | 360.00 | - | 360.00 |
| 4 | Cut & Balance | 180 | CY | 2.00 | 100.00 | - | 360.00 | - | 360.00 |
| 5 | Miscellaneous Landscape Grading | 38,090 | SF | 0.05 | 100.00 | - | 1,904.50 | - | 1,904.50 |
| 6 | MOT and Traffic Control | 1 | LS | 1,500.00 | 100.00 | - | 1,500.00 | - | 1,500.00 |
| 7 | Survey | 1 | LS | 2,440.00 | 100.00 | - | 2,440.00 | - | 2,440.00 |
| Subtotal Earthwork Offsite | | | | | | | 7,462.20 | - | 7,462.20 |
| Sub-total EW & Demolition | | | | | | | 1,233,169.16 | 9,141,987.33 | 10,402,292.99 |
| Soft Costs and Contingency | | | | | | | | | |
| 1 | CDD Soft Costs (6%) | 6.00 | % | 10,402,292.990 | 11.85 | 88.15 | 73,990.15 | 550,147.43 | 624,137.58 |
| 2 | CDD Permits (1%) | 1.00 | % | 10,402,292.990 | 11.85 | 88.15 | 12,331.69 | 91,691.24 | 104,022.93 |
| 3 | CDD Contingency (10%) | 10.00 | % | 10,402,292.990 | 11.85 | 88.15 | 123,316.92 | 916,912.38 | 1,040,229.30 |
| Subtotal Soft Costs and Contingency | | | | | | | 209,638.76 | 1,558,751.05 | 1,768,389.81 |
| Grand Total EW & Demolition | | | | | | | 1,442,807.92 | 10,700,738.38 | 12,170,682.80 |

| KINGMAN GATE CDD | | | | | | | | | |
|---|------------------------------------|----------|------|----------------------|----------------|---------|---------------------|--------------|--------------|
| Construction Cost Estimate | | | | | | | | | |
| Roadway Improvements | | | | | | | | | |
| Item Order | Description of Work | Quantity | Unit | Unit Price (\$/Unit) | Proportion (%) | | Estimated Cost (\$) | | |
| | | | | | CDD | Non-CDD | CDD | Non-CDD | Total |
| PAVEMENT: ASPHALT (ONSITE) - NO CURB BASE | | | | | | | | | |
| 1 | 12" Compacted Subgrade | 68,197 | SY | 1.03 | 11.10 | 88.90 | 7,796.96 | 62,445.95 | 70,242.91 |
| 2 | 8" Rock Base | 53,835 | SY | 8.00 | 11.10 | 88.90 | 47,805.48 | 382,874.52 | 430,680.00 |
| 3 | 3/4" Type S-III Asphalt (1st Lift) | 53,835 | SY | 5.51 | 11.10 | 88.90 | 32,926.02 | 263,704.83 | 296,630.85 |
| 4 | 3/4" Type S-III Asphalt (2nd Lift) | 53,835 | SY | 5.51 | 11.10 | 88.90 | 32,926.02 | 263,704.83 | 296,630.85 |
| 5 | Survey | 1 | LS | 34,098.50 | 11.10 | 88.90 | 3,784.93 | 30,313.57 | 34,098.50 |
| Subtotal Asphalt | | | | | | | 125,239.41 | 1,003,043.70 | 1,128,283.11 |
| PAVEMENT: VEHICULAR PAVERS (SUBGRADE PREPARATION ONLY) - ONSITE | | | | | | | | | |
| 1 | 12" Compacted Subgrade | 18,990 | SY | 1.03 | 11.10 | 88.90 | 2,171.13 | 17,388.57 | 19,559.70 |
| 2 | 8" Rock Base | 18,000 | SY | 8.00 | 11.10 | 88.90 | 15,984.00 | 128,016.00 | 144,000.00 |
| 3 | Survey | 1 | LS | 9,495.00 | 11.10 | 88.90 | 1,053.95 | 8,441.05 | 9,495.00 |
| Subtotal Asphalt | | | | | | | 19,209.08 | 153,845.62 | 173,054.70 |
| GUARDRAIL: ONSITE | | | | | | | | | |
| 1 | Guardrail (Straight) | 355 | LF | 40.50 | 11.10 | 88.90 | 1,595.90 | 12,781.60 | 14,377.50 |
| 2 | Guardrail (Radius) | 195 | LF | 42.50 | 11.10 | 88.90 | 919.91 | 7,367.59 | 8,287.50 |
| 3 | Round Buffer End Sections | 22 | EA | 320.00 | 11.10 | 88.90 | 781.44 | 6,258.56 | 7,040.00 |
| 4 | 12" Stabilized Subgrade | 155 | SY | 10.00 | 11.10 | 88.90 | 172.05 | 1,377.95 | 1,550.00 |
| 5 | 6" Base | 155 | SY | 10.00 | 11.10 | 88.90 | 172.05 | 1,377.95 | 1,550.00 |
| 6 | 2" Misc. Asphalt | 155 | SY | 15.00 | 11.10 | 88.90 | 258.08 | 2,066.92 | 2,325.00 |
| 7 | Survey | 1 | LS | 855.00 | 11.10 | 88.90 | 94.91 | 760.09 | 855.00 |
| Subtotal Asphalt | | | | | | | 3,994.34 | 31,990.66 | 35,985.00 |
| CONCRETE: OFFSITE (SIDEWALK NOT INCLUDED) | | | | | | | | | |
| 1 | 2' Valley Gutter | 33,370 | LF | 11.50 | 100.00 | - | 383,755.00 | - | 383,755.00 |
| 2 | 2' Type "F" Curb & Gutter | 2,655 | LF | 11.50 | 100.00 | - | 30,532.50 | - | 30,532.50 |
| 3 | 6"x12" Type "D" Curb | 16,780 | LF | 8.00 | 11.10 | 88.90 | 14,900.64 | 119,339.36 | 134,240.00 |

Table 4 of 13

| Item Order | Description of Work | Quantity | Unit | Unit Price (\$/Unit) | Proportion (%) | | Estimated Cost (\$) | | |
|--|-------------------------------------|----------|------|----------------------|----------------|---------|---------------------|---------------------|---------------------|
| | | | | | CDD | Non-CDD | CDD | Non-CDD | Total |
| 4 | 6"x12" Type "D" Curb | 555 | LF | 15.50 | 11.10 | 88.90 | 954.88 | 7,647.62 | 8,602.50 |
| 5 | Survey | 1 | LS | 15,850.00 | 11.10 | 88.90 | 1,759.35 | 14,090.65 | 15,850.00 |
| Subtotal Concrete Onsite | | | | | | | 431,902.37 | 141,077.63 | 572,980.00 |
| PAVEMENT: ASPHALT-CURB BASE NOT INCLUDED | | | | | | | | | |
| 1 | 12" Compacted Subgrade | 4,235 | SY | 1.03 | 100.00 | - | 4,362.05 | - | 4,362.05 |
| 2 | 12" Rock Base | 3,450 | SY | 8.00 | 100.00 | - | 27,600.00 | - | 27,600.00 |
| 3 | 1" Type SP-9.5 I Asphalt (1st Lift) | 3,270 | SY | 6.90 | 100.00 | - | 22,563.00 | - | 22,563.00 |
| 4 | 1" Type SP-9.5 Asphalt (2nd Lift) | 3,270 | SY | 6.90 | 100.00 | - | 22,563.00 | - | 22,563.00 |
| 5 | 1" Milling Existing Asphalt | 2,425 | SY | 1.50 | 100.00 | - | 3,637.50 | - | 3,637.50 |
| 6 | 1" Type SP-9.5 Asphalt Overlay | 2,425 | SY | 6.90 | 100.00 | - | 16,732.50 | - | 16,732.50 |
| 7 | MOT and Traffic Control | 1 | LS | 4,500.00 | 100.00 | - | 4,500.00 | - | 4,500.00 |
| 8 | Survey | 1 | LS | 2,440.00 | 100.00 | - | 2,440.00 | - | 2,440.00 |
| Subtotal Asphalt Offsite | | | | | | | 104,398.05 | - | 104,398.05 |
| CONCRETE: OFFSITE | | | | | | | | | |
| 1 | 4" Concrete Sidewalk | 8,665 | SF | 3.05 | 100.00 | - | 26,428.25 | - | 26,428.25 |
| 2 | 2' Type "F" Curb & Gutter | 2,035 | LF | 11.50 | 100.00 | - | 23,402.50 | - | 23,402.50 |
| 3 | Pedestrian Ramp | 9 | EA | 300.00 | 100.00 | - | 2,700.00 | - | 2,700.00 |
| 4 | MOT and Traffic Control | 1 | LS | 2,500.00 | 100.00 | - | 2,500.00 | - | 2,500.00 |
| 5 | Survey | 1 | LS | 3,580.00 | 100.00 | - | 3,580.00 | - | 3,580.00 |
| Subtotal Concrete Offsite | | | | | | | 58,610.75 | - | 58,610.75 |
| Total Roadway Improvements | | | | | | | 743,354.00 | 1,329,957.61 | 2,073,311.61 |
| 1 | Impact Fees for Single Family Homes | 117 | EA | 9,769.63 | 100.00 | - | 1,143,046.71 | - | 1,143,046.71 |
| 2 | Impact Fees for Townhomes | 349 | EA | 5,981.27 | 100.00 | - | 2,087,463.23 | - | 2,087,463.23 |
| 3 | Impact Fees for Villas | 304 | EA | 5,981.27 | 100.00 | - | 1,818,306.08 | - | 1,818,306.08 |
| 4 | CDD Soft Costs (6%) | 6.00 | % | 2,073,311.61 | 35.85 | 64.15 | 44,601.24 | 79,797.46 | 124,398.70 |
| 5 | CDD Permits (1%) | 1.00 | % | 2,073,311.61 | 35.85 | 64.15 | 7,433.54 | 13,299.58 | 20,733.12 |
| 6 | CDD Contingency (10%) | 10.00 | % | 2,073,311.61 | 35.85 | 64.15 | 74,335.40 | 132,995.76 | 207,331.16 |
| 7 | Purchase of Land for Four Entrances | 1.65 | Ac | 277,694.00 | 100.00 | - | 458,195.10 | - | 458,195.10 |
| Subtotal Impact Fees, Soft Costs, Contingency and Land Purchase | | | | | | | 5,633,381.30 | 226,092.80 | 5,859,474.10 |
| Grand Total Roadway Improvements | | | | | | | 6,376,735.30 | 1,556,050.41 | 7,932,785.71 |

Table 5 of 13

| KINGMAN GATE CDD | | | | | | | | | |
|------------------------------|--|----------|------|----------------------|----------------|---------|---------------------|---------|--------------|
| Construction Cost Estimate | | | | | | | | | |
| Stormwater Management System | | | | | | | | | |
| Item Order | Description of Work | Quantity | Unit | Unit Price (\$/Unit) | Proportion (%) | | Estimated Cost (\$) | | |
| | | | | | CDD | Non-CDD | CDD | Non-CDD | Total |
| STORM DRAIN: ONSITE | | | | | | | | | |
| 1 | 15" French Drain w/P-HDPE (3'x15' Trench) | 1,275 | LF | 85.00 | 100.00 | - | 108,375.00 | - | 108,375.00 |
| 2 | 18" French Drain w/P-HDPE (4'x15' Trench) | 13,100 | LF | 89.00 | 100.00 | - | 1,165,900.00 | - | 1,165,900.00 |
| 3 | 24" HDPE | 530 | LF | 37.50 | 100.00 | - | 19,875.00 | - | 19,875.00 |
| 4 | 18" HDPE | 10,195 | LF | 33.20 | 100.00 | - | 338,474.00 | - | 338,474.00 |
| 5 | 15" HDPE | 2,235 | LF | 27.50 | 100.00 | - | 61,462.50 | - | 61,462.50 |
| 6 | Catch Basin 48" Dia w/USF 4155-6210 | 1 | EA | 3,000.00 | 100.00 | - | 3,000.00 | - | 3,000.00 |
| 7 | Catch Basin 60" Dia w/USF 4155-6210 | 1 | EA | 4,800.00 | 100.00 | - | 4,800.00 | - | 4,800.00 |
| 8 | Valley Inlet 48" Dia w/USF 5112-6143 | 123 | EA | 2,850.00 | 100.00 | - | 350,550.00 | - | 350,550.00 |
| 9 | Valley Inlet 60" Dia w/USF 5112-6143 | 40 | EA | 5,000.00 | 100.00 | - | 200,000.00 | - | 200,000.00 |
| 10 | Curb Inlet 48" Dia w/USF 5130-6168 | 9 | EA | 3,650.00 | 100.00 | - | 32,850.00 | - | 32,850.00 |
| 11 | Curb Inlet 60" Dia w/USF 5130-6168 | 4 | EA | 5,500.00 | 100.00 | - | 22,000.00 | - | 22,000.00 |
| 12 | Catch Basin "D-3" w/USF 4700 Hinged F&G | 51 | EA | 1,850.00 | 100.00 | - | 94,350.00 | - | 94,350.00 |
| 13 | Storm Manhole 48" Dia. w/USF 310 | 33 | EA | 2,200.00 | 100.00 | - | 72,600.00 | - | 72,600.00 |
| 14 | Storm Manhole 60" Dia. w/USF 310 | 2 | EA | 2,780.00 | 100.00 | - | 5,560.00 | - | 5,560.00 |
| 15 | Control Structure 72" x 48" w/ (2) USF 310 | 4 | EA | 6,550.00 | 100.00 | - | 26,200.00 | - | 26,200.00 |
| 16 | PRB's for 24 (CMP) | 4 | EA | 300 | 100.00 | - | 1,200.00 | - | 1,200.00 |
| 17 | PRB's for 18 (CMP) | 137 | EA | 250.00 | 100.00 | - | 34,250.00 | - | 34,250.00 |
| 18 | 18" Endcap HDPE | 56 | EA | 150.00 | 100.00 | - | 8,400.00 | - | 8,400.00 |
| 19 | 15" Endcap HDPE | 50 | EA | 80.00 | 100.00 | - | 4,000.00 | - | 4,000.00 |
| 20 | Concrete Endwall for 24" HDPE Outfall | 4 | EA | 3,000.00 | 100.00 | - | 12,000.00 | - | 12,000.00 |
| 21 | Filter Fabric in Grates | 229 | EA | 25.00 | 100.00 | - | 5,725.00 | - | 5,725.00 |
| 22 | Vacuum Structure at Final | 268 | EA | 125.00 | 100.00 | - | 33,500.00 | - | 33,500.00 |
| 23 | Steel Plate Rental | 1 | EA | 2,400.00 | 100.00 | - | 2,400.00 | - | 2,400.00 |
| 24 | Base and Subgrade Restoration w/CLR | 1 | EA | 2,500.00 | 100.00 | - | 2,500.00 | - | 2,500.00 |
| 25 | Pavement Restoration | 1 | EA | 2,500.00 | 100.00 | - | 2,500.00 | - | 2,500.00 |
| 26 | Sawcut Existing | 1 | EA | 500.00 | 100.00 | - | 500.00 | - | 500.00 |

Table 6 of 13

| Item Order | Description of Work | Quantity | Unit | Unit Price (\$/Unit) | Proportion (%) | | Estimated Cost (\$) | | |
|---|---|----------|------|----------------------|----------------|---------|---------------------|----------|---------------------|
| | | | | | CDD | Non-CDD | CDD | Non-CDD | Total |
| 27 | MOT and Traffic Control | 1 | LS | 2,500.00 | 100.00 | - | 2,500.00 | - | 2,500.00 |
| 28 | Survey & As-Builts | 1 | LS | 32,850.00 | 100.00 | - | 32,850.00 | - | 32,850.00 |
| Subtotal Drain Onsite | | | | | | | 2,648,321.50 | - | 2,648,321.50 |
| STORM DRAIN: OFFSITE | | | | | | | | | |
| 1 | 24" Drain Pipe w/ P-HDPE | 600 | LF | 125.00 | 100.00 | - | 75,000.00 | - | 75,000.00 |
| 2 | 24" HDPE | 50 | LF | 37.50 | 100.00 | - | 1,875.00 | - | 1,875.00 |
| 3 | 18" HDPE | 25 | LF | 27.50 | 100.00 | - | 687.50 | - | 687.50 |
| 4 | Catch Basin 48" Dia w/ P-6 Inlet & Throat | 6 | EA | 4,400.00 | 100.00 | - | 26,400.00 | - | 26,400.00 |
| 5 | 24" Endcap HDPE | 10 | EA | 225.00 | 100.00 | - | 2,250.00 | - | 2,250.00 |
| 6 | Coredrill & Connect | 2 | EA | 750.00 | 100.00 | - | 1,500.00 | - | 1,500.00 |
| 7 | Remove Existing Top Slab | 2 | EA | 250.00 | 100.00 | - | 500.00 | - | 500.00 |
| 8 | Install New Top Slab w/Rim & Cover | 2 | EA | 650.00 | 100.00 | - | 1,300.00 | - | 1,300.00 |
| 9 | Adjust Existing Rim w/Brick & Mortar | 2 | EA | 350.00 | 100.00 | - | 700.00 | - | 700.00 |
| 10 | Filter Fabric in Grates | 6 | EA | 25.00 | 100.00 | - | 150.00 | - | 150.00 |
| 11 | Filter Fabric in Existing Grates | 11 | EA | 25.00 | 100.00 | - | 275.00 | - | 275.00 |
| 12 | Gutter Buddy | 6 | EA | 300.00 | 100.00 | - | 1,800.00 | - | 1,800.00 |
| 13 | Vacuum Structures at Final | 8 | EA | 125.00 | 100.00 | - | 1,000.00 | - | 1,000.00 |
| 14 | Vacuum Existing Structures at Final | 11 | EA | 125.00 | 100.00 | - | 1,375.00 | - | 1,375.00 |
| 15 | Steel Plate Rental | 1 | EA | 1,800.00 | 100.00 | - | 1,800.00 | - | 1,800.00 |
| 16 | MOT and Traffic Control | 1 | LS | 2,500.00 | 100.00 | - | 2,500.00 | - | 2,500.00 |
| 17 | Survey & As-Builts | 1 | LS | 2,440.00 | 100.00 | - | 2,440.00 | - | 2,440.00 |
| Subtotal Drain Offsite | | | | | | | 121,552.50 | - | 121,552.50 |
| Sub-total Total Stormwater Management | | | | | | | 2,769,874.00 | - | 2,769,874.00 |
| Soft Costs and Contingency | | | | | | | | | |
| 1 | CDD Soft Costs (06%) | 6.00 | % | 2,769,874.00 | 100.00 | - | 166,192.44 | - | 166,192.44 |
| 2 | CDD Permits (1%) | 1.00 | % | 2,769,874.00 | 100.00 | - | 27,698.74 | - | 27,698.74 |
| 3 | CDD Contingency (10%) | 10.00 | % | 2,769,874.00 | 100.00 | - | 276,987.40 | - | 276,987.40 |
| 4 | Purchase of Lake Tract | 5.34 | AC | 277,694.00 | 100.00 | - | 1,482,885.96 | - | 1,482,885.96 |
| Subtotal Soft Costs, Contingency and Land Purchase | | | | | | | 1,953,764.54 | - | 1,953,764.54 |
| Grand Total Stormwater Management | | | | | | | 4,723,638.54 | - | 4,723,638.54 |

Table 7 of 13

| KINGMAN GATE CDD | | | | | | | | | |
|----------------------------|---------------------------------|----------|------|----------------------|----------------|---------|---------------------|---------|------------|
| Construction Cost Estimate | | | | | | | | | |
| Water Distribution System | | | | | | | | | |
| Item Order | Description of Work | Quantity | Unit | Unit Price (\$/Unit) | Proportion (%) | | Estimated Cost (\$) | | |
| | | | | | CDD | Non-CDD | CDD | Non-CDD | Total |
| WATER: ONSITE | | | | | | | | | |
| 1 | 16" DIP | 520 | LF | 81.00 | 100.00 | - | 42,120.00 | - | 42,120.00 |
| 2 | 8" DIP | 18,295 | LF | 34.00 | 100.00 | - | 622,030.00 | - | 622,030.00 |
| 3 | 6" DIP | 835 | LF | 26.00 | 100.00 | - | 21,710.00 | - | 21,710.00 |
| 4 | Blueline Paint Water Main | 19,650 | LF | 0.37 | 100.00 | - | 7,270.50 | - | 7,270.50 |
| 5 | Fire Hydrant w/Mega Lug | 53 | EA | 2,850.00 | 100.00 | - | 151,050.00 | - | 151,050.00 |
| 6 | 16" Gate Valve & Box w/Mega Lug | 3 | EA | 6,100.00 | 100.00 | - | 18,300.00 | - | 18,300.00 |
| 7 | 8" Gate Valve & Box w/Mega Lug | 76 | EA | 1,300.00 | 100.00 | - | 98,800.00 | - | 98,800.00 |
| 8 | 6" Gate Valve & Box w/Mega Lug | 53 | EA | 900.00 | 100.00 | - | 47,700.00 | - | 47,700.00 |
| 9 | 8" x 8" Cross w/Mega Lug | 3 | EA | 640.00 | 100.00 | - | 1,920.00 | - | 1,920.00 |
| 10 | 8" Saddle w/2" Corp | 460 | EA | 450.00 | 100.00 | - | 207,000.00 | - | 207,000.00 |
| 11 | 16 x 8" Tee w/Mega Lug | 1 | EA | 1,850.00 | 100.00 | - | 1,850.00 | - | 1,850.00 |
| 12 | 16 x 6" Tee w/Mega Lug | 1 | EA | 1,450.00 | 100.00 | - | 1,450.00 | - | 1,450.00 |
| 13 | 16 x 16" Tee w/Mega Lug | 1 | EA | 3,400.00 | 100.00 | - | 3,400.00 | - | 3,400.00 |
| 14 | 8" x 8" Tee w/Mega Lug | 34 | EA | 640.00 | 100.00 | - | 21,760.00 | - | 21,760.00 |
| 15 | 8" x 6" Tee w/ Mega Lug | 53 | EA | 550.00 | 100.00 | - | 29,150.00 | - | 29,150.00 |
| 16 | 16 x 8" Reducer w/Mega Lug | 1 | EA | 890.00 | 100.00 | - | 890.00 | - | 890.00 |
| 17 | 12 x 8" Reducer w/Mega Lug | 1 | EA | 400.00 | 100.00 | - | 400.00 | - | 400.00 |
| 18 | 16" 90 Bend w/Mega Lug | 1 | EA | 1,375.00 | 100.00 | - | 1,375.00 | - | 1,375.00 |
| 19 | 16" 45 Bend w/Mega Lug | 2 | EA | 1,180.00 | 100.00 | - | 2,360.00 | - | 2,360.00 |
| 20 | 16" 22.5 Bend w/Mega Lug | 1 | EA | 1,140.00 | 100.00 | - | 1,140.00 | - | 1,140.00 |
| 21 | 8" 90 Bend w/Mega Lug | 4 | EA | 325.00 | 100.00 | - | 1,300.00 | - | 1,300.00 |
| 22 | 8" 45 Bend w/Mega Lug | 12 | EA | 325.00 | 100.00 | - | 3,900.00 | - | 3,900.00 |
| 23 | 8" 45 Offset Bend w/Mega Lug | 166 | EA | 325.00 | 100.00 | - | 53,950.00 | - | 53,950.00 |
| 24 | 8" 22 Bend w/Mega Lug | 15 | EA | 325.00 | 100.00 | - | 4,875.00 | - | 4,875.00 |
| 25 | 8" 11 bend w/Mega Lug | 8 | EA | 325.00 | 100.00 | - | 2,600.00 | - | 2,600.00 |

Table 8 of 13

| Item Order | Description of Work | Quantity | Unit | Unit Price (\$/Unit) | Proportion (%) | | Estimated Cost (\$) | | |
|--|--|----------|------|----------------------|----------------|---------|---------------------|----------|---------------------|
| | | | | | CDD | Non-CDD | CDD | Non-CDD | Total |
| 26 | 6" 45 Bend w/Mega Lug | 10 | EA | 275.00 | 100.00 | - | 2,750.00 | - | 2,750.00 |
| 27 | 8" Cap Tap 2" w/Mega Lug | 11 | EA | 225.00 | 100.00 | - | 2,475.00 | - | 2,475.00 |
| 28 | 2" FVO Ass'y | 11 | EA | 1,150.00 | 100.00 | - | 12,650.00 | - | 12,650.00 |
| 29 | 2" Water Service (Clubhouse) | 1 | EA | 2,750.00 | 100.00 | - | 2,750.00 | - | 2,750.00 |
| 30 | 1" Double Water Service | 312 | EA | 815.00 | 100.00 | - | 254,280.00 | - | 254,280.00 |
| 31 | 1" Single Water Service | 149 | EA | 815.00 | 100.00 | - | 121,435.00 | - | 121,435.00 |
| 32 | Wood Stakes | 772 | EA | 10.00 | 100.00 | - | 7,720.00 | - | 7,720.00 |
| 33 | 16" Pipe Joint Restraint | 21 | EA | 250.00 | 100.00 | - | 5,250.00 | - | 5,250.00 |
| 34 | 8" Pipe Joint Restraint | 662 | EA | 150.00 | 100.00 | - | 99,300.00 | - | 99,300.00 |
| 35 | 6" Pipe Joint Restraint | 41 | EA | 110.00 | 100.00 | - | 4,510.00 | - | 4,510.00 |
| 36 | 16" x 16" Tapping Sleeve & Valve | 1 | EA | 22,500.00 | 100.00 | - | 22,500.00 | - | 22,500.00 |
| 37 | 16" x 8" Tapping Sleeve & Valve | 1 | EA | 16,550.00 | 100.00 | - | 16,550.00 | - | 16,550.00 |
| 38 | 12" x 8" Tapping Sleeve & Valve | 4 | EA | 15,500.00 | 100.00 | - | 62,000.00 | - | 62,000.00 |
| 39 | 8" Fill & Flush Connection | 7 | EA | 1,500.00 | 100.00 | - | 10,500.00 | - | 10,500.00 |
| 40 | 8" Air Release Valve ASS'y. (Manual) | 15 | EA | 1,200.00 | 100.00 | - | 18,000.00 | - | 18,000.00 |
| 41 | Excavate Cut & Plug 16" WM | 1 | EA | 750.00 | 100.00 | - | 750.00 | - | 750.00 |
| 42 | Excavate Cut & Connect | 1 | EA | 750.00 | 100.00 | - | 750.00 | - | 750.00 |
| 43 | HRS & Sample Points | 1 | LS | 2,400.00 | 100.00 | - | 2,400.00 | - | 2,400.00 |
| 44 | Sawcut Existing | 1 | LS | 1,500.00 | 100.00 | - | 1,500.00 | - | 1,500.00 |
| 45 | Steel Plate Rental | 1 | LS | 2,400.00 | 100.00 | - | 2,400.00 | - | 2,400.00 |
| 46 | Curb Restoration | 1 | LS | 2,000.00 | 100.00 | - | 2,000.00 | - | 2,000.00 |
| 47 | Sidewalk Restoration | 1 | LS | 2,000.00 | 100.00 | - | 2,000.00 | - | 2,000.00 |
| 48 | Base & Subgrade Restoration w/ CLR | 295 | SY | 18.50 | 100.00 | - | 5,457.50 | - | 5,457.50 |
| 49 | Pavement Marking Restoration | 295 | SY | 12.50 | 100.00 | - | 3,687.50 | - | 3,687.50 |
| 50 | Pavement Marking Restoration | 1 | LS | 1,500.00 | 100.00 | - | 1,500.00 | - | 1,500.00 |
| 51 | MOT and Traffic Control | 1 | LS | 6,500.00 | 100.00 | - | 6,500.00 | - | 6,500.00 |
| 52 | Survey & As-Builts | 1 | LS | 22,850.00 | 100.00 | - | 22,850.00 | - | 22,850.00 |
| Subtotal Water Onsite | | | | | | | 2,042,765.50 | - | 2,042,765.50 |
| Water Connection Fees, Soft Costs and Contingency | | | | | | | | | |
| 1 | Connection Fees for 117 Single Family Homes @ 220 GPD/EA | 25,740 | GPD | 1.39 | 100.00 | - | 35,778.60 | - | 35,778.60 |

Table 9 of 13

| Item Order | Description of Work | Quantity | Unit | Unit Price (\$/Unit) | Proportion (%) | | Estimated Cost (\$) | | |
|---|--|----------|------|----------------------|----------------|---------|---------------------|----------|---------------------|
| | | | | | CDD | Non-CDD | CDD | Non-CDD | Total |
| 2 | Connection Fees for 349 Townhomes @ 180 GPD/EA | 62,820 | GPD | 1.39 | 100.00 | - | 87,319.80 | - | 87,319.80 |
| 3 | Connection Fees for 304 Villas @ 180 GPD/EA | 54,720 | GPD | 1.39 | 100.00 | - | 76,060.80 | - | 76,060.80 |
| 4 | CDD Soft Costs (6%) | 6.00 | % | 2,042,765.50 | 100.00 | - | 122,565.93 | - | 122,565.93 |
| 5 | CDD Permits (1%) | 1.00 | % | 2,042,765.50 | 100.00 | - | 20,427.66 | - | 20,427.66 |
| 6 | CDD Contingency (10%) | 10.00 | % | 2,042,765.50 | 100.00 | - | 204,276.55 | - | 204,276.55 |
| Subtotal Connection Fees, Soft Costs and Contingency | | | | | | | 546,429.34 | - | 546,429.34 |
| Grand Total Water Distribution System | | | | | | | 2,589,194.84 | - | 2,589,194.84 |

| KINGMAN GATE CDD | | | | | | | | | |
|--|-------------------------------|----------|------|----------------------|----------------|---------|---------------------|---------|------------|
| Construction Cost Estimate | | | | | | | | | |
| Sanitary Collection System | | | | | | | | | |
| Item Order | Description of Work | Quantity | Unit | Unit Price (\$/Unit) | Proportion (%) | | Estimated Cost (\$) | | |
| | | | | | CDD | Non-CDD | CDD | Non-CDD | Total |
| SANITARY SEWER: ONSITE-CLEAN OUTS NOT INCLUDED | | | | | | | | | |
| 1 | 6" DIP Epoxy Coated Lateral | 2,570 | LF | 44.00 | 100.00 | - | 113,080.00 | - | 113,080.00 |
| 2 | 6" PVC SDR-35 | 15,660 | LF | 14.50 | 100.00 | - | 227,070.00 | - | 227,070.00 |
| 3 | 8" PVC SDR-35 0/6 | 7,531 | LF | 28.00 | 100.00 | - | 210,868.00 | - | 210,868.00 |
| 4 | 8" PVC SDR-35 6/8 | 5,756 | LF | 28.00 | 100.00 | - | 161,168.00 | - | 161,168.00 |
| 5 | 8" PVC SDR-35 8/10 | 2,067 | LF | 30.24 | 100.00 | - | 62,506.08 | - | 62,506.08 |
| 6 | 8" PVC SDR-35 10/12 | 1,300 | LF | 39.30 | 100.00 | - | 51,090.00 | - | 51,090.00 |
| 7 | 8" PVC SDR-35 12/14 | 557 | LF | 56.23 | 100.00 | - | 31,320.11 | - | 31,320.11 |
| 8 | 8" PVC SDR-35 14/16 | 311 | LF | 79.23 | 100.00 | - | 24,640.53 | - | 24,640.53 |
| 9 | 10" PVC SDR-35 10/12 | 60 | LF | 89.00 | 100.00 | - | 5,340.00 | - | 5,340.00 |
| 10 | 10" PVC SDR-35 12/14 | 103 | LF | 95.00 | 100.00 | - | 9,785.00 | - | 9,785.00 |
| 11 | Manhole 0/6 | 50 | EA | 2,700.00 | 100.00 | - | 135,000.00 | - | 135,000.00 |
| 12 | Manhole 6/8 | 24 | EA | 2,950.00 | 100.00 | - | 70,800.00 | - | 70,800.00 |
| 13 | Manhole 8/10 | 14 | EA | 3,200.00 | 100.00 | - | 44,800.00 | - | 44,800.00 |
| 14 | Manhole 10/12 | 7 | EA | 3,450.00 | 100.00 | - | 24,150.00 | - | 24,150.00 |
| 15 | Manhole 12/14 | 2 | EA | 4,050.00 | 100.00 | - | 8,100.00 | - | 8,100.00 |
| 16 | Manhole 14/16 | 2 | EA | 4,550.00 | 100.00 | - | 9,100.00 | - | 9,100.00 |
| 17 | Shrink Wrap/PPC | 99 | EA | 600.00 | 100.00 | - | 59,400.00 | - | 59,400.00 |
| 18 | 6" C-900/SDR-26 Adaptor | 514 | EA | 125.00 | 100.00 | - | 64,250.00 | - | 64,250.00 |
| 19 | 6" Coupling PVC SDR-26 | 45 | EA | 70.00 | 100.00 | - | 3,150.00 | - | 3,150.00 |
| 20 | 8" Coupling PVC SDR-26 | 192 | EA | 110.00 | 100.00 | - | 21,120.00 | - | 21,120.00 |
| 21 | 10" Coupling PVC SDR-26 | 6 | EA | 250.00 | 100.00 | - | 1,500.00 | - | 1,500.00 |
| 22 | 6" Manhole Adaptor PVC SDR-26 | 45 | EA | 125.00 | 100.00 | - | 5,625.00 | - | 5,625.00 |
| 23 | 8" Manhole Adaptor PVC SDR-26 | 192 | EA | 140.00 | 100.00 | - | 26,880.00 | - | 26,880.00 |

Table 11 of 13

| Item Order | Description of Work | Quantity | Unit | Unit Price (\$/Unit) | Proportion (%) | | Estimated Cost (\$) | | |
|------------------------------|---|----------|------|----------------------|----------------|---------|---------------------|----------|---------------------|
| | | | | | CDD | Non-CDD | CDD | Non-CDD | Total |
| 24 | 10" Manhole Adaptor PVC SDR-26 | 6 | EA | 280.00 | 100.00 | - | 1,680.00 | - | 1,680.00 |
| 25 | 10" x 6" Wye PVC SDR-26 | 1 | EA | 550.00 | 100.00 | - | 550.00 | - | 550.00 |
| 26 | 8" x 6" Wye PVC SDR-26 | 477 | EA | 95.00 | 100.00 | - | 45,315.00 | - | 45,315.00 |
| 27 | 6" x 6" Double Wye PVC SDR-26 | 249 | EA | 210.00 | 100.00 | - | 52,290.00 | - | 52,290.00 |
| 28 | 6" 45 Bend PVC SDR-26 | 1,305 | EA | 35.00 | 100.00 | - | 45,675.00 | - | 45,675.00 |
| 29 | 6" Cap PVC SDR-26 | 1,021 | EA | 35.00 | 100.00 | - | 35,735.00 | - | 35,735.00 |
| 30 | Rainstoppers | 99 | EA | 55.00 | 100.00 | - | 5,445.00 | - | 5,445.00 |
| 31 | Drop Connections | 11 | EA | 1,500.00 | 100.00 | - | 16,500.00 | - | 16,500.00 |
| 32 | Wood Stakes | 772 | EA | 10.00 | 100.00 | - | 7,720.00 | - | 7,720.00 |
| 33 | Trench Box | 1 | EA | 35,000.00 | 100.00 | - | 35,000.00 | - | 35,000.00 |
| 34 | Clean & TV Sanitary Sewer (1 time only) | 17,685 | LF | 1.50 | 100.00 | - | 26,527.50 | - | 26,527.50 |
| 35 | Sawcut Existing | 1 | LS | 500.00 | 100.00 | - | 500.00 | - | 500.00 |
| 36 | Steel Plate Rental | 1 | LS | 1,800.00 | 100.00 | - | 1,800.00 | - | 1,800.00 |
| 37 | Base Restoration | 1 | LS | 2,500.00 | 100.00 | - | 2,500.00 | - | 2,500.00 |
| 38 | Pavement Restoration | 1 | LS | 2,500.00 | 100.00 | - | 2,500.00 | - | 2,500.00 |
| 39 | MOT and Traffic Control | 1 | LS | 2,500.00 | 100.00 | - | 2,500.00 | - | 2,500.00 |
| 40 | Survey | 1 | LS | 22,850.00 | 100.00 | - | 22,850.00 | - | 22,850.00 |
| Subtotal Sewer Onsite | | | | | | | 1,675,830.22 | - | 1,675,830.22 |
| FORCE MAIN | | | | | | | | | |
| 1 | 6" DIP Epoxy | 2,425 | LF | 44.00 | 100.00 | - | 106,700.00 | - | 106,700.00 |
| 2 | Paint for Forcemain Pipe | 2,425 | LF | 0.37 | 100.00 | - | 897.25 | - | 897.25 |
| 3 | 6" Check Valve w/ Mega Lug | 1 | EA | 2,550.00 | 100.00 | - | 2,550.00 | - | 2,550.00 |
| 4 | 6" Plug Valve w/ Box w/ Mega Lug | 1 | EA | 1,550.00 | 100.00 | - | 1,550.00 | - | 1,550.00 |
| 5 | 6" 90° Bend w/ Mega Lug | 3 | EA | 300.00 | 100.00 | - | 900.00 | - | 900.00 |
| 6 | 6" 45° Bend w/ Mega Lug | 6 | EA | 300.00 | 100.00 | - | 1,800.00 | - | 1,800.00 |
| 7 | 6" 22° Bend w/ Mega Lug | 5 | EA | 300.00 | 100.00 | - | 1,500.00 | - | 1,500.00 |
| 8 | 16" x 6" Tapping Sleeve & Valve | 1 | EA | 20,850.00 | 100.00 | - | 20,850.00 | - | 20,850.00 |
| 9 | 6" Pipe Joint Restraint | 40 | EA | 110.00 | 100.00 | - | 4,400.00 | - | 4,400.00 |

Table 12 of 13

| Item Order | Description of Work | Quantity | Unit | Unit Price (\$/Unit) | Proportion (%) | | Estimated Cost (\$) | | |
|---|--|----------|------|----------------------|----------------|---------|---------------------|----------|---------------------|
| | | | | | CDD | Non-CDD | CDD | Non-CDD | Total |
| 10 | Flush Test | 1 | LS | 1,800.00 | 100.00 | - | 1,800.00 | - | 1,800.00 |
| 11 | Steel Plate Rental | 1 | LS | 1,800.00 | 100.00 | - | 1,800.00 | - | 1,800.00 |
| 12 | Sawcut Existing | 1 | LS | 500.00 | 100.00 | - | 500.00 | - | 500.00 |
| 13 | Pavement Restoration | 1 | LS | 2,500.00 | 100.00 | - | 2,500.00 | - | 2,500.00 |
| 14 | Subgrade & Base Restoration w/ CLR | 1 | LS | 2,500.00 | 100.00 | - | 2,500.00 | - | 2,500.00 |
| 15 | MOT and Traffic Control | 1 | LS | 2,500.00 | 100.00 | - | 2,500.00 | - | 2,500.00 |
| 16 | Survey | 1 | LS | 4,580.00 | 100.00 | - | 4,580.00 | - | 4,580.00 |
| Subtotal Force Main | | | | | | | 157,327.25 | - | 157,327.25 |
| LIF STATION | | | | | | | | | |
| 1 | Lift Station | 1 | LS | 528,000.00 | 100.00 | - | 528,000.00 | - | 528,000.00 |
| Subtotal Lift Station | | | | | | | 528,000.00 | - | 528,000.00 |
| Grand Total Sanitary Collection System | | | | | | | 2,361,157.47 | - | 2,361,157.47 |
| Sewer Connection Fees, Soft Costs and Contingency | | | | | | | | | |
| 1 | Connection Fees for 117 Single Family Homes @ 220 GPD/EA | 25,740 | GPD | 5.60 | 100.00 | - | 144,144.00 | - | 144,144.00 |
| 2 | Connection Fees for 349 Townhomes @ 180 GPD/EA | 62,820 | GPD | 5.60 | 100.00 | - | 351,792.00 | - | 351,792.00 |
| 3 | Connection Fees for 304 Villas @ 180 GPD/EA | 54,720 | GPD | 5.60 | 100.00 | - | 306,432.00 | - | 306,432.00 |
| 4 | CDD Soft Costs (6%) | 6.00 | % | 2,361,157.47 | 100.00 | - | 141,669.45 | - | 141,669.45 |
| 5 | CDD Permits (1%) | 1.00 | % | 2,361,157.47 | 100.00 | - | 23,611.57 | - | 23,611.57 |
| 6 | CDD Contingency (10%) | 10.00 | % | 2,361,157.47 | 100.00 | - | 236,115.75 | - | 236,115.75 |
| Subtotal Connection Fees, Soft Costs and Contingency | | | | | | | 1,203,764.77 | - | 1,203,764.77 |
| Grand Total Water Distribution System | | | | | | | 3,564,922.24 | - | 3,564,922.24 |

Table 13 of 13

MASTER ASSESSMENT METHODOLOGY

FOR SERIES 2020 BONDS

KINGMAN GATE

COMMUNITY DEVELOPMENT DISTRICT

November 22, 2019

Prepared by



Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road
Sunrise, FL 33351

1.0 Introduction

The Kingman Gate Community Development District (the “District”) is a local unit of special-purpose government organized and existing under chapter 190, Florida Statutes as amended. The District anticipates issuing approximately \$22,650,000* of special assessment bonds in one or more series (collectively the “Series 2020 Bonds”) for the purpose of financing certain infrastructure improvements within the District, more specifically described in the November 22, 2019 Engineer’s Report, as may be amended and supplemented from time to time (the “Engineer’s Report”), prepared by Alvarez Engineers, Inc (the “District’s Engineer”). The Series 2020 Bonds are to be issued to pay for a portion of the cost of the infrastructure improvements consisting of roadway and public rights of way improvements (including impact fees, landscaping, irrigation and lighting), stormwater management system (including earthwork), water distribution system (including connections fees), sanitary sewer system (including connection fees), and related costs, as were particularly described in the Engineer’s Report, (herein, the “Project” or “Improvement Plan”).

1.1 Purpose

This Master Assessment Methodology Report (the “Report”) provides a methodology that determines the amount of District debt to be allocated to specific properties within the District benefitting from the Improvement Plan to be acquired or constructed by the District. The Project is being constructed as one system of improvements benefitting all of the assessable property within the boundaries of the District. This Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes, and will be supplemented with one or more Supplemental Methodology Reports to reflect the actual terms and conditions at the time of the issuance of one or more series of the Series 2020 Bonds.

The District intends to impose non ad valorem special assessments on the benefited lands within the District to pay the debt represented by the Series 2020 Bonds in accordance with the methodology set forth in this Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes, or any other legal means available to the District. It is not the intent of this Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

*Preliminary, subject to change

1.2 Background

The District currently includes approximately 79.62 gross acres of land located in unincorporated Miami-Dade County (the "County"), Florida. The developed community within the District will consist of approximately 770 residential units currently anticipated as depicted in Table 1. The public improvements comprising the Project contemplated by the District will provide facilities that benefit the assessable property within the District. The acquisition costs for the Project are summarized in Table 2.

The assessment methodology is a three-step process. First, the District Engineer determines the costs for the Project contemplated by the District. Second, this cost forms the basis for a debt sizing. Third, the bonded costs are divided among the benefited properties on the basis of benefit received as a result of the Project.

1.3 Special Benefits and General Benefits

In the process of constructing or acquiring infrastructure improvements comprising the Project which provide special public benefits to the assessable properties within the District's boundaries, incidental general benefits to the public at large are also created. These benefits are incidental and different from the special benefits provided to the assessable properties within the boundaries of the District.

The Improvement Plan is designed to meet the needs of the assessable property within the District. The property owners within the District are therefore receiving special benefits not received by those outside the boundaries of the District. With respect to the off-site road improvements, comprising the Project, the lands within the District could not be developed without such improvements.

1.4 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District will be greater than the costs associated with providing these benefits. The increase in the market value of the benefiting property will be more than the cost of the improvements being acquired by the District. Without the District's Improvement Plan the property within the District would not be able to be developed and to be sold as developed property.

1.5 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1.) The properties to be assessed must receive a special benefit from the improvements being paid for.
- 2.) The assessments must be fairly and reasonably allocated to the properties being assessed.

2.0 Assessment Methodology

2.1 Overview

The District anticipates the issuance of approximately \$22,650,000* in Series 2020 Bonds to finance public infrastructure improvements comprising the Project, provide for capitalized interest, if so required, a debt service reserve account and cost of issuance. It is the purpose of this methodology to allocate the \$22,650,000* in debt to the properties benefiting from the Improvement Plan.

Table 1 identifies the development plan as identified by the Developer, Lennar Homes, LLC. (the “Developer”). The Engineer’s Report outlines the community wide capital improvements needed to support the Development, which are shown in Table 2. The public improvements constituting the Project needed to support the development are described in detail in the Engineer Report and are estimated to cost \$18,697,299. These improvements will be funded through the issuance of one or more series of the Series 2019 Bonds. Based on the estimated costs, the size of the bond issue needed to generate funds to pay for the Project was determined by the District’s Underwriter to total approximately \$22,650,000*. Table 3 depicts the breakdown of the Series 2020 Bond sizing.

2.2 Allocation of Benefit

The planned public improvements constituting the Project are an integrated system of facilities that benefit the District as a whole. That is, the first few feet of water line or sewer line benefit the landowners as much as the last few feet. The Improvement Plan works as a total system and provides special benefits for each land use. A fair and reasonable method of allocating the benefit to each residential unit in the District would be by

*Preliminary, subject to change

assigning an equivalent residential unit (“ERU”) to the product types based on relative size. The single family lots will be the base unit upon which the other product type(s) will be compared and has been assigned one (1) ERU. Table 4 shows the allocation of benefit in reference to that one ERU. It is important to note that the benefit derived from the Project to the residential units is equal to or exceeds the cost that the units will be paying for such benefits.

2.3 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. The initial assessments will be levied on an equal basis to all acres within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the land within the District is benefiting equally from the Improvement Plan and the special assessments will be assigned on a per acre basis.

Once platting, the recording of declaration of condominium, or other means of identifying individual lots (“Assigned Properties”) has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as gross acres that have not been platted, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Series 2020 Bonds will be allocated to the planned 770 residential lots within the District, which are the beneficiaries of the public infrastructure improvements, as depicted in Table 5. If there are changes to the development plan, a true up of the assessment will be calculated to determine if a payment from the Developer is required. This process is outlined in Section 3.0

The assignment of debt in this Report sets forth the process by which debt represented by the Series 2020 Bonds is apportioned. As mentioned herein, this Report will be supplemented from time to time.

2.4 Special and Peculiar Benefit to the Property

As previously mentioned, the community wide capital improvements to be constructed or acquired by the District include roadway improvements, stormwater management system, water distribution system, sanitary collection system, and related costs. This will provide peculiar and special benefits which flow from the logical relationship of the Improvement Plan to the benefiting properties within the District. These peculiar and special benefits consist of the added use of the property, added enjoyment of the

property, and the probability of increased marketability and value of the property.

2.5 Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the Improvement Plan is delineated in Table 4.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition or construction of the Project have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with each land use category.

Accordingly, no residential unit within the boundaries of the District will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that unit and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Report.

In accordance with the benefit allocation in Table 4, a total par amount of the Series 2020 Bonds per unit and an annual debt assessment per unit for the proposed District's Series 2020 Bonds have been calculated for each unit as illustrated in Table 5. These amounts represent the preliminary anticipated per unit debt allocations assuming all anticipated units are built and sold in the proportions planned, and the entire proposed infrastructure program is constructed or acquired by the District.

3.0 True Up

Although the District does not process plats, declaration of condominiums, site plans or revisions for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan or revision is processed, the District must allocate a portion of its debt to the property according to the methodology outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Properties. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat or site plan approval. If the total anticipated assessment

revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service on the Series 2020 Bonds then no adjustment is required. In the case that the revenue generated is less than the required amount then a debt reduction payment by the Developer in the amount necessary to reduce the par amount of the outstanding Series 2020 Bonds plus accrued interest to a level that will be supported by the new maximum annual debt service will be required. This true up mechanism will be memorialized through an agreement between the District and the Developer which may contain additional provisions.

4.0 Assessment Roll

The District will initially distribute the liens across the property within the District boundaries on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Report. The current assessment roll is depicted in Table 7.

5.0 Additional Information

Governmental Management Services-South Florida, LLC (GMS) does not represent the District as a Municipal Advisor or Security Broker, nor is GMS registered to provide such services as described in the Sections 15B of the Security and Exchange Act of 1934, as amended. Similarly GMS does not provide the District with advisory services or offer investment advice.

Certain information in this Report was provided by members of the District staff, the Developer or other professionals hired in conjunction with the bond issuance. GMS makes no representation regarding the information provided by others.

(Reminder of the page intentionally left blank)

Table 1
Kingman Gate
Community Development District
Development Plan

| Land Use | No. of Units* | ERUs per Unit | Total ERUs |
|--------------------------|---------------|---------------|---------------|
| Single Family | 117 | 1.00 | 117 |
| Townhomes | 349 | 0.94 | 328.06 |
| Villas | 304 | 0.87 | 264.48 |
| Residential Units | 770 | | 709.54 |
| Gross Acres | 79.62 | | |

* Unit mix subject to change based on marketing and other factors.

Table 2**Kingman Gate****Community Development District****Estimated Construction Costs**

| Category | Cost | |
|------------------------------------|-------------|-----------|
| Roadway Improvements | \$ | 7,819,543 |
| Stormwater Management and Drainage | \$ | 4,723,639 |
| Water Distribution System | \$ | 2,589,195 |
| Sanitary Collection System | \$ | 3,564,922 |

| | | |
|--------------|-----------|-------------------|
| Total | \$ | 18,697,299 |
|--------------|-----------|-------------------|

Information provided by Alvarez Engineers, Inc.

| |
|--|
| Table 3 Kingman Gate Community Development District Bond Sizing |
|--|

| | SERIES 2020 |
|-----------------------|----------------------|
| Construction Funds | \$ 18,697,299 |
| Debt Service Reserve | \$ 1,645,498 |
| Capitalized Interest | \$ 1,645,498 |
| Underwriters Discount | \$ 453,000 |
| Issuance Costs | \$ 200,000 |
| Rounding | \$ 8,705 |
| Par Amount * | \$ 22,650,000 |

*Subject to change, based on the following:

| | |
|-----------------------|-----------|
| Interest Rate | 6.00% |
| Amortization | 30 |
| Capitalized Interest | 12 months |
| Debt Service Reserve | 100% MADS |
| Underwriters Discount | 2.00% |

Table 4
Kingman Gate
Community Development District
Allocation of Total Project Cost

| Land Use | No. of Units* | ERUs per Unit | Total ERUs | Total Cost Allocated | Total Costs per Unit |
|---------------|---------------|---------------|---------------|-------------------------|-------------------------|
| Single Family | 117 | 1.00 | 117.00 | \$ 3,083,101.70 | \$ 26,351.30 |
| Townhomes | 349 | 0.94 | 328.06 | \$ 8,644,806.37 | \$ 24,770.22 |
| Villas | 304 | 0.87 | 264.48 | \$ 6,969,390.93 | \$ 22,925.63 |
| Totals | 770 | | 709.54 | \$ 18,697,299.00 | |

Table 5
Kingman Gate
Community Development District
Series 2020 Allocation of Par Debt

| Land Use | No. of Units* | Total ERUs | Total Cost Allocated | Series 2020 Total Allocation of Par Debt | Series 2020 Allocation of Par Debt per Unit | Annual Debt Assessment Total | Annual Debt Assessment Per Unit* |
|---------------|---------------|---------------|-------------------------|--|---|------------------------------------|--|
| Single Family | 117 | 117.00 | \$ 3,083,101.70 | \$ 3,734,885 | \$ 31,922.09 | \$ 271,335.30 | \$ 2,319.11 |
| Townhomes | 349 | 328.06 | \$ 8,644,806.37 | \$ 10,472,361 | \$ 30,006.76 | \$ 760,805.63 | \$ 2,179.96 |
| Villas | 304 | 264.48 | \$ 6,969,390.93 | \$ 8,442,754 | \$ 27,772.22 | \$ 613,356.92 | \$ 2,017.62 |
| Totals | 770 | 709.54 | \$ 18,697,299.00 | \$ 22,650,000 | | \$ 1,645,498 | |

* This amount will be grossed up to includes discounts for early payments and county collection fees.

Table 6
Kingman Gate
Community Development District
Summary Assessment Roll

| Folio iD# | Acres | Total Allocation of Cost Per Acre | | Series 2020 Allocation of Par Debt per Acre | |
|------------------|---------------|---|-------------------|---|-------------------|
| 10-7921-001-0050 | 23.03 | \$ | 5,408,173.78 | \$ | 6,551,488.54 |
| 10-7921-001-0182 | 35.00 | \$ | 8,219,109.08 | \$ | 9,956,669.04 |
| 10-7921-001-0233 | 7.58 | \$ | 1,780,024.20 | \$ | 2,156,330.04 |
| 10-7921-001-0230 | 14.01 | \$ | 3,289,991.95 | \$ | 3,985,512.38 |
| Totals | 79.620 | \$ | 18,697,299 | \$ | 22,650,000 |

Table 7
Kingman Gate
Community Development District
Tax Roll Allocation of Series 2020 Par Debt

| Owner ⁽¹⁾ | Folio ID# | Acres | 2020 Par Debt | | Annual |
|------------------------|-------------|--------|---------------|---------------------------|-----------------|
| | 10-7921-001 | | Per Acre | Estimated Debt Assessment | |
| MICHAEL LATTEARNER TRS | 0050 | 23.03 | \$ | 6,551,488.54 | \$ 475,958.50 |
| MICHAEL LATTEARNER TRS | 0182 | 35.00 | \$ | 9,956,669.04 | \$ 723,341.18 |
| MICHAEL LATTEARNER TRS | 0233 | 7.58 | \$ | 2,156,330.04 | \$ 156,655.03 |
| MICHAEL LATTEARNER TRS | 0230 | 14.01 | \$ | 3,985,512.38 | \$ 289,543.14 |
| | TOTAL | 79.620 | \$ | 22,650,000.00 | \$ 1,645,497.85 |

⁽¹⁾ As per informaiton obtained from Miami-Dade County Property Appriaser on the date of the report.

* This amount will be grossed up to includes discounts for early payments and collection fees.

RESOLUTION 2020-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGMAN GATE COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS FOR WHICH ALL OR A PORTION OF THE COST IS TO BE DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; AUTHORIZING THE PREPARATION OF AND APPROVING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Board of Supervisors of the Kingman Gate Community Development District (the "Board") hereby determines to construct and/or acquire certain public improvements (the "Improvements") as described and set forth in the plans and specifications available for review at the offices of the District Manager located at 5385 N. Nob Hill Rd., Sunrise, FL 33351 and at GMS, Miami office, located at 13155 SW 134th Street, Suite 125, Miami Florida 33186 (collectively, the "District Offices"); and

WHEREAS, the Kingman Gate Community Development District ("District") is empowered by Chapters 170, 190 and 197, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and/or maintain the Improvements and to impose, levy and collect the Assessments (as defined below); and

WHEREAS, the Board finds that it is in the best interest of the District to pay the cost of all or a portion of the Improvements by imposing, levying, and collecting special

assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("Assessments"); and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the District's Assessment Methodology Report dated _____, 2019 (the "Assessment Report"), a copy of which is available for review in the offices of Governmental Management Services-South Florida, LLC, located at 5385 N Nob Hill Rd., Sunrise, FL 33351 and incorporated by reference as part of this Resolution, and which is on file in the District Offices.

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefits to the property so improved.

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

1. The foregoing recitals are hereby incorporated as the findings of fact of the Board.
2. Assessments shall be levied to defray a portion of the cost of the Improvements.
3. The nature of the Improvements generally consists of roadway improvements, water distribution, wastewater collection system, stormwater management and drainage, and related soft incidental costs, all as described more particularly in the Engineer's Report, dated _____, 2019 ("Engineer's Report") a copy of which is available for review in the offices of Governmental Management Services-South Florida, LLC, located at 5385 N Nob Hill Rd., Sunrise, FL 33351, as amended from time to time, and in the plans and specifications on file in the District Offices, which are all by specific reference incorporated herein and made part hereof.
4. The general location of the Improvements is within a tract of land located _____ in unincorporated Miami-Dade County, Florida as shown on the plans and specifications referred to above.
5. The estimated cost of the Improvements is approximately \$_____ (hereinafter referred to as the "Estimated Cost") based on the Engineer's Report.

6. The Assessments will defray approximately \$_____ which includes the Estimated Cost, plus financing-related costs, capitalized interest, debt service reserve and contingency.

7. The manner in which the Assessments shall be apportioned and paid is contained with the Assessment Report. As provided in further detail in the Assessment Report, the Assessments will be levied initially on a per acre basis since the Improvements increase the value of all the lands within the District. On and after the date benefited lands within the District are specifically platted, the Assessments as to platted lots will be levied in accordance with the Assessment Report.

8. The Assessments shall be levied in accordance with the Assessment Report referenced above on all lots and lands within the District which are adjoining and contiguous or bounding and abutting upon the Improvements or specially benefited thereby and further designated by the assessment plat hereinafter provided for.

9. There is on file District Offices an assessment plat showing the area to be assessed, with the plans and specifications describing the Improvements and the Estimated Cost; all of which shall be open to inspection by the public.

10. The District Manager is hereby authorized and directed to cause, and has caused, to be made a preliminary assessment roll 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 is divided.

11. In accordance with the Assessment Report and commencing with the year in which the District is obligated to make payment of a portion of the Estimated Cost of the Improvements acquired and/or constructed by the District, the Assessments shall be paid in not more than thirty (30) annual installments payable at the same time and in the same manner as are ad-valorem taxes and as prescribed by Chapter 197, Florida Statutes; provided, however, that in the event the non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or the District determines not to utilize the provisions of Chapter 197, F.S., the Assessments may be collected as otherwise permitted by law.

12. Upon completion of the preliminary assessment roll, the Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Assessments or the making of the Improvements, the cost thereof, the manner of payment therefor or the amount thereof to be assessed against each property as improved; and to authorize such notice and

publications of same as may be required by Chapter 170, Florida Statutes, or other applicable law.

13. Pursuant to Section 170.05, Florida Statutes, the District Manager is hereby directed to cause this Resolution to be published twice in a newspaper of general circulation within Miami-Dade County, Florida.

PASSED AND ADOPTED this _____ day of _____, 2019.

**KINGMAN GATE COMMUNITY
DEVELOPMENT DISTRICT**

By:

Chairman/Vice Chairman

ATTEST:

Secretary / Assistant Secretary

Attachments:

Exhibit A, Master Assessment Methodology Report dated _____, 2019

Exhibit B, Engineer's Report dated _____, 2019

RESOLUTION 2020-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGMAN GATE COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING FOR THE PURPOSE OF RECEIVING PUBLIC COMMENT ON THE LEVY OF NON AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE BOUNDARIES OF THE DISTRICT PURSUANT TO CHAPTERS 170, F.S., 190, F.S, AND 197, F.S.

WHEREAS, the Board of Supervisors ("Board") of the Kingman Gate Community Development District (District) has adopted Resolution **2020-11**, (the "Initial Assessment Resolution"), for implementing the limits, definitions, purpose, intent, location, nature and estimated cost of those improvements to be partially defrayed by certain non ad valorem special assessments on certain benefited properties within the boundaries of the District; and

WHEREAS, the Initial Assessment Resolution provides for the portion of the estimated cost of the improvements to be defrayed by the non ad valorem special assessments and provides further for the manner in which such assessments shall be levied, when the levy shall occur, and setting forth and designating the lands upon which the assessment shall be levied, providing for an assessment plat, the preparation of a preliminary assessment roll, and related matters; and

WHEREAS, the Initial Assessment Resolution further provides for notice and conduct of a public hearing to consider the advisability and propriety of the non ad valorem special assessments and the related infrastructure improvements; and

WHEREAS, pursuant to the Initial Assessment Resolution a preliminary assessment roll has been prepared and all of the conditions precedent (as set forth in applicable provisions of Chapters 190, F.S., 170, F.S. and 197, F.S. pertaining to the notice and conduct of the aforementioned Public Hearing) have been satisfied, and all related documents are available for public inspection at the offices of the District Manager located at 5385 N. Nob

Hill Rd., Sunrise, FL 33351 and at GMS, Miami office, located at 13155 SW 134th Street, Suite 125, Miami Florida 33186 (collectively, the "District Offices").

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

1. The foregoing recitals are hereby incorporated as the findings of fact of the Board.

2. There is hereby declared a public hearing to be held on _____, _____, at _____ AM, at the offices of Lennar Homes, 730 NW 107th Avenue, 3rd Floor, Miami, Florida, for the purpose of hearing questions, comments and objections to the proposed non ad valorem special assessments and the related infrastructure improvements as described in the preliminary assessment roll, a copy of which is available for public inspection at the District Offices.

Affected persons may either appear at that hearing or, prior to the meeting submit their written comments to the District Manager at the District Offices.

3. Notice (substantially in the form attached hereto as Exhibit A) of said hearing 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 Miami-Dade County (by two publications one week apart with the last publication at least one week prior to the date of the hearing established herein). The "not to exceed" amount for the annual assessments to be stated in said Notice shall be taken from the District's Assessment Report, dated _____, 2019 which is incorporated by reference as part of this Resolution and on file in the District Offices. 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 to 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.

PASSED AND ADOPTED this _____ day of _____ 2019.

**KINGMAN GATE COMMUNITY
DEVELOPMENT DISTRICT**

By:

Chairman/Vice Chairman

ATTEST:

Secretary / Assistant Secretary

EXHIBIT A

NOTICE OF PUBLIC HEARING **RELATING TO PUBLIC IMPROVEMENTS AND** **LEVY OF NON AD VALOREM ASSESSMENTS**

The Kingman Gate Community Development District Board of Supervisors ("Board") will hold a public hearing on _____, 20____, at _____ AM, at the offices of Lennar Homes, 730 NW 107th Avenue, 3rd Floor, Miami, Florida, to consider the adoption of an assessment roll and the imposition of special assessments to finance and secure certain public improvements of the Kingman Gate Community Development District (the "District") as described in the Engineer's Report prepared by Ford Engineers, Inc., dated as of and accepted by the Board on _____, 2019 ("Engineer's Report"). The Board will consider the levy of special assessments on benefited properties within the District, a depiction of which properties is shown below, and will provide for the levy, collection and enforcement of the assessments.

The public hearing will be conducted pursuant to Chapters 170, 190 and 197, Florida Statutes. Developable areas within the District (as shown below) will be improved. The District is lying wholly within Miami-Dade County in the State of Florida, _____. The District's proposed improvements include roadway improvements, water distribution, wastewater collection system, stormwater management and drainage, cultural and recreation facilities, and related soft incidental costs. A description of the property to be assessed, the nature of the improvements proposed, as described in the Engineer's Report dated _____, 2019, and the amount to be assessed to each piece or parcel of property may be reviewed at the local District's Records at the offices of GMS, Miami office, located at 13155 SW 134th Street, Suite 125, Miami Florida 33186 or by contacting the District Manager's Office at 954-721-8681.

The District intends to impose assessments on benefited lands within the District in the manner set forth in the District's Assessment Methodology, dated _____, 2019 ("Assessment Methodology"), which is available to the public at the address provided above. Property will be assessed in the principal not to exceed amount as follows; \$_____ in the manner described in the Assessment Methodology. The total amount to be levied against benefited lands within the District is \$_____ exclusive of fees and costs of collection or enforcement, discounts for early payment and the annual interest costs. The assessments may be prepaid in whole in some instances or may be paid in not more than thirty (30) annual installments, excluding any capitalized interest period, subsequent to the issuance of

debt to finance the improvements. These annual assessments will be collected on the Miami-Dade County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments.

The District also intends to levy and collect assessments on property within the District to cover the operation and maintenance of the District's improvements. Such annual assessments will also be collected on the Miami-Dade County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments.

All affected property owners have the right to appear at the public hearing and the right to file written objections with the District within twenty (20) days of the publication of this notice.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing and meeting is asked to contact the District Office at 954-721-8681 at least five calendar days prior to the hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

There may be occasions when one or more Supervisors will participate by phone. At the above referenced location a speaker phone will be available so that any interested person may attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the hearing or at the meeting, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based. The public hearing may be continued to a date and time certain that will be announced at the hearing.

Luis Hernandez
District Manager