

**KINGSTON ONE
COMMUNITY DEVELOPMENT
DISTRICT**

**OCTOBER 16, 2024
AGENDA PACKAGE**



2005 PAN AM CIRLE SUITE 300
TAMPA FL, 33607

Kingston One Community Development District

Board of Supervisors

Virginia “Ginny” Pena, Chairman
Jeff Krieger, Vice-Chairman
Rendal Sharpe, Assistant Secretary
Anthony Cameratta, Assistant Secretary
Cheryl A. Smith, Assistant Secretary

District Staff

Brian Lamb, District Secretary
Gregory L. Urbancic, District Counsel
Carl A. Barraco, District Engineer

Regular Meeting Agenda Wednesday, October 16, 2024 at 2:00 p.m.

The Regular Meetings of Kingston One Community Development District will be held on **October 16, 2024, at 2:00 p.m. at the offices of Cameratta Companies located at 21101 Design Parc Lane, Suite 103 Estero, FL 33928**. For those who intend to call in please let us know at least 24 hours in advance if you are planning to call into the meeting.

[Join the meeting now](#)

Meeting ID: 257 411 515 281 Passcode: sENXtg

Dial in by phone [+1 646-838-1601](#) Phone conference ID: 531 076 889#

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

REGULAR MEETING OF THE BOARD OF SUPERVISORS

1. **CALL TO ORDER/ROLL CALL**
2. **PUBLIC COMMENTS ON AGENDA ITEMS** *(Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)*
3. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
4. **BUSINESS ITEMS**
 - A. Consideration of Resolution 2025-01; for Interlocal Agreement
 - i. Interlocal Agreement
 - B. Consideration of Resolution 2025-02; FY 2025 Goals & Objectives
 - ii. HB7013 – Special Districts Performance Measures & Standards Memo
 - C. General Matters of the District
5. **CONSENT AGENDA**
 - A. Approval of Minutes of the September 18, 2024; Regular Meeting – *Under Separate Cover*
 - B. Consideration of Operation and Maintenance Expenditures September 2024
 - C. Acceptance of the Financials and Approval of the Check Register for September 2024
6. **SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
7. **ADJOURNMENT**

*The next scheduled meeting is November 20, 2024, at 2:00 p.m.

RESOLUTION 2025-01

A RESOLUTION OF KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE INTERLOCAL AGREEMENT BETWEEN LEE COUNTY, FLORIDA, AND THE KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR WAIVER OF BOND WITH ALTERNATE FINANCIAL ASSURANCE FOR CONSTRUCTION OF IMPROVEMENTS AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Kingston One Community Development District (“District”) is a local unit of special-purpose government which was created pursuant to Lee County Ordinance No. 23-26 (the “Ordinance”), as amended, and in conformity with Chapter 190, Florida Statutes; and

WHEREAS, as provided in the Act and Ordinance, the purpose of the District is to plan, construct, maintain, operate, finance, and improve the provision of systems, facilities, and services necessary to meet the infrastructure needs of the Kingston Community; and

WHEREAS, pursuant to the Act and Ordinance the District has authority to borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness, to levy such taxes and assessments as may be authorized, and to charge, collect, and enforce fees and other user charges; and

WHEREAS, Lee County Land Development Code, Chapter 10, Article II, Section 10-154(26), Additional Required Submittals, as implemented by Administrative Code Number AC-13-19, addresses the current construction bond requirement and provides, in part, the Lee County Board of County Commissioners may accept other forms of security; and

WHEREAS, the District wishes to provide such other form of security in accordance with the terms of the Interlocal Agreement Between Lee County, Florida, and the District Providing for Waiver of Bond with Alternate Financial Assurance for Construction of Improvements (the "Alternate Assurance Agreement") and approve the Alternate Assurance Agreement in the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District hereby finds it continues to be in the best interest of the District and its residents to approve the Alternate Assurance Agreement. The Board hereby ratifies actions of the District staff and officers related to preparation of the Alternate Assurance Agreement. Further, the Board hereby authorizes and directs District staff and the Chairman to take further actions necessary to execute, finalize, and implement the provisions of the Alternate Assurances Agreement.

SECTION 2. The Board hereby authorizes the District Chairman and District staff to act as agents of the District with regard to any and all matters pertaining to finalization and implementation of the Alternate Assurance Agreement.

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

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 16th day of October, 2024.

ATTEST:

**KINGSTON ONE COMMUNITY
DEVELOPMENT DISTRICT**

Brian Lamb, Secretary

Ginny Pena, Chair

Exhibit A: Interlocal Agreement Between Lee County, Florida and the Kingston One Community Development District Providing for Waiver of Bond with Alternate Financial Assurance for Construction of Improvements

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY, FLORIDA, AND THE
KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR
WAIVER OF BOND WITH ALTERNATE FINANCIAL ASSURANCE FOR
CONSTRUCTION OF IMPROVEMENTS**

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement"), dated as of _____, 2024, is entered into by and between:

Lee County, Florida, a political subdivision of the State of Florida, whose address is 2115 Second Street, Fort Myers, Florida 33901 (the "County"); and

Kingston One Community Development District, a local unit of special-purpose government which was established pursuant to Lee County Ordinance No. 23-26 (the "Ordinance"), as amended, and in conformity with Chapter 190, Florida Statutes (the "Act"), whose address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the "District").

RECITALS:

WHEREAS, CAM7-SUB, LLC, a Florida limited liability company and owner of lands within the boundaries of the District, whose address is 21101 Design Parc Lane, Suite 103, Estero, Florida 33928 (the "Developer") and/or the District will construct improvements including but not limited to roads, surface water management systems, landscaping, utilities, conservation areas and plat monumentation, to the extent authorized by the Act or Ordinance, within the District's boundary, as may be amended from time to time (the "Improvements"); and

WHEREAS, the current boundaries of the District encompass approximately 2,430 acres of land that is largely unimproved and the District anticipates plat and development order approvals will be necessary to complete Improvements within the District's boundaries by the Developer and other successor entities (the "Third Party Developers"); and

WHEREAS, the District was established pursuant to the Act and Ordinance for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including transportation and roadway improvements, drainage facilities, potable water facilities, sanitary sewer facilities, and other improvements, including the Improvements; and

WHEREAS, pursuant to the Act and Ordinance the District has authority to borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness as hereinafter provided; to levy such taxes and assessments as may be authorized; and to charge, collect, and enforce fees and other user charges; and

WHEREAS, Lee County Land Development Code and Administrative Code requires the issuance of a bond, letter of credit, escrow agreement, or other form of surety approved by the Board to cover certain infrastructure improvements for the purpose of making funds available to

complete improvements in the event a private party seeking to develop land is unable to complete the necessary infrastructure; and

WHEREAS, in light of the nature and timing of the construction of the Improvements and the fact that the District is a public governmental body with the ability to issue bonds and assess lands within its boundaries, the Developer seeks an alternative mechanism to meet the Construction Bond Requirement for the Improvements from time to time which would allow the cost effective construction of the Improvements, take into account the anticipated bond funds available for completion of such Improvements, and allow acceptance by the County of plats or development orders containing the Improvements; and

WHEREAS, collecting on a construction bond to fund deficiencies in construction funding is often a time consuming process involving litigation against third party sureties, with all attendant risks and costs; and

WHEREAS, having the ability to issue bonds, and having the established process under the Act and Ordinance for the collection of non-ad valorem assessments levied by the District provides greater certainty as to the likelihood and timeliness of having funds available in order to complete construction of the Improvements subject to these alternative financial assurances, if needed; and

WHEREAS, the Developer has requested that the County accept an alternative mechanism to meet the Construction Bond Requirement for the Improvements from time to time and the County has examined the factors discussed above and has determined that the alternative mechanisms set forth in this Interlocal Agreement provide equal or greater assurance of completion of the Improvements by the District than a customary construction bond would.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

Section 1. Authority. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including but not limited to Chapters 125, 163, and 190, Florida Statutes, the Act, the Ordinance, and the Florida Constitution.

Section 2. Recitals. The recitals so stated are true and correct and by this reference are incorporated herein and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 3. Lee County Regulations. All applicable Lee County regulations, other than the Construction Surety Requirement, shall continue to govern the platting, development order, and construction processes for development within the District.

Section 4. District Commitment to Complete Construction. As each plat or development order is submitted to the County for approval, should the District choose to provide Alternate Assurances, the District shall provide the County a letter, in substantially the same form as that attached hereto as **Exhibit A**. Upon issuance of the Alternative Assurance letter by the District, the District shall be obligated to provide assurance for the completion of the Improvements identified within the Alternate Assurance letter if the Developer or Third Party Developer fails to construct the improvements in accordance with County regulations.

Section 5. Failure to Complete the Improvements. In the event the Improvements contemplated by the plat or development order and specified in the Alternate Assurance letter are not completed within the time period identified in the applicable Alternate Assurances letter, the applicable Improvements are not constructed in accordance with County regulations, or the Developer or Third Party Developer are no longer solvent, are bankrupt, or refuse to complete construction of the Improvements, the County may provide notice of such failure in the form attached as **Exhibit B** and demand the District complete the applicable Improvements in the Alternate Assurance letter. Response to such notice from the County must be provided by the District within forty-five (45) days of receipt of such notice. The failure to respond or to complete construction of the applicable Improvements shall be deemed a default hereunder by the District.

The District's response must provide commencement of construction of the Improvements within ninety (90) days from receipt of the Default notice, (subject only to reasonable delays due to Force Majeure). For purposes of this Interlocal Agreement, the term "Force Majeure" shall mean any fire, flood, windstorm, hurricane, epidemic, pandemic, abnormal weather condition, labor dispute, strike, insurrection or unrest, act of God, dispute between the District and contractors or subcontractors, which causes a work slowdown, delay or stoppage as a result of any of the foregoing, action by another governmental agency with jurisdiction over construction permitting resulting in a slowdown or stoppage of construction, or any other circumstance or event beyond the control of the District. Force Majeure shall only apply to alter the time for completion of construction and not excuse a failure to perform.

Section 6. Funding of Improvements. The District shall comply with the provisions of this Interlocal Agreement to fund and complete, or cause to be completed, the applicable Improvements in the event the Improvements indicated on the Alternate Assurance letter are not completed in accordance with County regulations. The District shall fund the completion of the Improvements by electing one of the following methods:

- (a) use of the proceeds of bonds or other debt instruments issued by the District;
- (b) use of a conventional lender to obtain a loan secured by assessments;
- (c) use of monies in the District's operating fund;
- (d) levying and collecting assessments on property within the District; or
- (e) use of such other lawful revenues or funding sources as may be available.

Section 7. Completion Cost. As each plat or development order is submitted to the County for approval, the project engineer shall certify the estimated Completion Cost of the Improvements contained on such plat or development order, provided such certification is required by the Lee County Land Development Code.

Section 8. Use of Other Bond Assurances. Nothing contained herein shall require the District to provide Alternate Assurances and at any time the Developer, Third Party Developer, or the District may provide another form of surety in accordance with County regulations covering any portion of the Improvements.

Section 9. Revocation. At any time prior to the occurrence of either (a) commencement of construction of the Improvements or (b) conveyance of a platted lot from either Developer or Third Party Developer to a third party, which lot is situated within the area benefitted by the subject Improvements, the District may revoke its Alternate Assurance relating to the Improvements by providing the County and Developer (or Third Party Developer) with written notice. If the District revokes its Alternate Assurance prior to either (a) or (b), then Developer or Third Party Developer must provide a replacement surety in accordance with County regulations and Developer or Third Party Developer shall not commence construction until a replacement surety in accordance with County regulations is submitted to, and accepted by, the County.

At any time after the occurrence of either (x) commencement of construction of the Improvements or (y) conveyance of a platted lot from either Developer or Third Party Developer to a third party, which lot is situated within the area benefitted by the subject Improvements, the District may not revoke its Alternate Assurance without first having a replacement surety in accordance with County regulations submitted to, and accepted by, the County

The County reserves the right to issue a stop work order if Developer or Third Party Developer constructs Improvements that are not covered by the District's Alternate Assurance or an approved surety.

Section 10. Acceptance and Release of Alternate Assurances. The County hereby accepts the Alternate Assurances as to the Improvements to satisfy the Construction Bond Requirement relating to the Improvements. Except as provided below in Section 12 for Improvements constructed in County right-of-way, the Alternate Assurances will be deemed released upon issuance of a Certificate of Compliance for the specified Improvements by the County's Division of Development Services or other entity to whom the responsibility for final inspection has been assigned.

Section 11. County Option to Complete Improvements. In the event the District, the Developer, or the Third Party Developer fails to complete the Improvements in the manner provided in this Agreement, the County may, at its sole option and discretion, step in and complete said Improvements, whereupon the County may proceed to recover its costs by appropriate action pursuant to Sections 17 and 22 below.

Section 12. Improvements within County Right-of-Ways. In the event that Improvements are located within County right-of-way, the Alternate Assurances will remain in

full force and effect for a period of twelve (12) months subsequent to the date upon which a Certificate of Compliance for those Improvements is issued. The Alternate Assurances will remain in effect to ensure that the Improvements located within the County-maintained right-of-way remain free from deficiencies and are warranted for the 12-month period against such defects resulting from substandard workmanship, construction practices, or materials. At the conclusion of the 12-month period, if no deficiencies exist, the Alternate Assurances will be released in full upon written notice from the County's Department of Transportation that the constructed Improvements remain free of construction defects, normal wear and tear excepted.

Section 13. Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of the County and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument. The District has been authorized to enter into and implement this Agreement by Resolution of the District's Governing Board attached hereto as **Exhibit C**, which Resolution has authorized the District's Chairman or Vice-Chairman to take all action necessary in furtherance of this Agreement on behalf of the District.

Section 14. Limitations on Governmental Liability; Insurance. Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability or sovereign immunity of either the County or the District, pursuant to Chapter 768, Florida Statutes, and any amendment thereto, or other statute or law. Nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. The District agrees that as to any construction contracts entered into after the effective date hereof for construction of any part of the Improvements subject to Alternate Assurances, the District shall include a provision requiring the contractor to name the County as an additional insured under the liability insurance policies carried by contractor under such construction agreement.

Section 15. Negotiation at Arm's Length. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction and with the assistance of legal counsel. Both parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against either party.

Section 16. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed with delivery confirmation tracking system, or hand delivered to the Parties, as follows:

- | | |
|---------------------|--|
| (a) If to District: | Kingston One Community Development District
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Attn: District Manager |
|---------------------|--|

With a copy to: Coleman, Yovanovich & Koester PA
 4001 Tamiami Trail N., Suite 300
 Naples, Florida 34103-3591
 Attn: Gregory Urbancic, Esq.

(b) If to County: Lee County
 2115 Second Street
 Fort Myers, Florida 33901
 Attn: County Manager

With a copy to: Lee County Attorney's Office
 2115 Second Street
 Fort Myers, Florida 33901
 Attn: County Attorney

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. If mailed as provided above, Notices shall be deemed delivered as stated on delivery confirmation unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

Section 17. Default. Each of the parties hereto shall give the other party written notice of any default hereunder and shall allow the defaulting party a reasonable time (not to exceed thirty (30) days unless otherwise agreed to by the parties) from the date of its receipt of such notice within which to cure any such defaults and to thereafter notify the other parties of the actual cure of any such defaults. If the breach is not cured within said time period, the County and District shall be entitled to all remedies at law or in equity, which may include but not be limited to, damage, injunctive relief and specific performance. The parties may utilize the governmental dispute procedures set forth in Chapter 164, Florida Statutes, and any amendments thereto.

Section 18. Other Agreements. Nothing in this Interlocal Agreement shall be construed as superseding, altering or amending the conditions and terms of any other agreement between the parties hereto.

Section 19. Assignment or Transfer. Neither party may assign or transfer its rights or obligations under this Interlocal Agreement without the prior written consent of the other party.

Section 20. Binding Effect. This Interlocal Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors.

Section 21. Filing. The County Attorney's Office is hereby authorized and directed, after approval of this Interlocal Agreement by the respective governing bodies of the County and the District and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court of Lee County, Florida, in accordance with the requirements of Section 163.01(11) of the Interlocal Cooperation Act.

Section 22. Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in Lee County, Florida.

Section 23. Severability. If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

Section 24. Entire Agreement; Amendment. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreements between the parties relating to the subject matter of this Interlocal Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

Section 25. Effective Date. This Interlocal Agreement shall become effective upon the filing hereof in accordance with Section 21 hereof.

Section 26. Attorney's Fees. In the event of litigation to enforce the remedial provision of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs associated with any such litigation at the trial level and/or appeal.

Section 27. Termination. This Agreement shall automatically terminate following buildout of lands within the District's boundary. The County reserves the right to terminate this Interlocal Agreement upon providing the District with thirty (30) days' written notice of the County's intent to terminate.

Section 28. No Lien or Encumbrance. Nothing contained herein shall constitute a lien or encumbrance upon any portion of lands within the District.

Section 29. Abolishment of the District. In the event the District is terminated or repealed by law or otherwise ceases to exist or function, the County may unilaterally terminate this Agreement by providing notice pursuant to Section 16 above and recording notice of such termination in the Public Records of Lee County, Florida, whereupon the County may require appropriate financial assurances for all outstanding and future Improvements on the lands within the District's boundary.

[The remainder of this page is intentionally left blank]

[Signature pages to follow]

IN WITNESS WHEREOF, the undersigned set their hands as of the ____ day of _____, 2024.

**KINGSTON ONE COMMUNITY
DEVELOPMENT DISTRICT**

By _____
_____, Chair

Witness: _____

Print Name

Attest: _____
Secretary/Assistant Secretary

Witness: _____

Print Name

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA,**

ATTEST:
Kevin Karnes, Clerk

By: _____
_____, Chair

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney's Office

Exhibit A

_____, 2024

Lee County Administrator
 2115 Second Street
 Fort Myers, Florida 33901

Subject: Kingston One Community Development District – Infrastructure Improvements

Dear County Administrator:

In accordance with the Interlocal Agreement between Lee County, Florida, and the Kingston One Community Development District Providing for Waiver of Bond with Alternate Financial Assurance for Construction of Improvements, dated, _____, 2024 (the "Interlocal Agreement") attached hereto as **Attachment A**, the Kingston One Community Development District (the "District") shall provide alternate assurances for the completion of the certain infrastructure improvements which may include, without limitation, roads, surface water management systems, landscaping, utilities, conservation areas and plat monumentation, to the extent authorized by the Act and Ordinance, contained on the plat or contemplated within the development order. As shown on **Attachment B**, _____, the District Engineer, certifies that the cost to complete the improvements covered by the scope of this letter (the "Improvements") is \$ _____. The Improvements are intended to be completed on or before _____. The Improvements are contemplated in [*Insert PLT/DOS Number and/or name of development permit*] A quarterly update shall be provided to the County regarding the construction progress of the Improvements and shall include the percentage of completion of such Improvements and an anticipated completion date. The District shall comply with the provisions of the Interlocal Agreement to provide for completion of the Improvements upon an event that the Improvements are not completed. If Alternate Assurances are invoked, District shall fund the completion of the Improvements pursuant to Section 6 of the Interlocal Agreement.

The Developer submitting the plat or development order is _____. The Developer is electing to avail itself of the alternate financial assurances contemplated in the Interlocal Agreement and acknowledges that the District is providing assurance for the completion of all Improvements. The Developer's acknowledgment of the foregoing is attached hereto as **Attachment C**.¹

Sincerely,

¹ Note: This Paragraph is only required when Improvements are being completed pursuant to a plat or development order to which the District is not a party.

Exhibit B

_____, 202__

District Manager
 Kingston One Community
 Development District
 2005 Pan Am Circle, Suite 300
 Tampa, Florida 33607

Subject: **Notice to Invoke Alternate Assurances – Kingston One Community
 Development District**

Dear District Manager:

In accordance with the Interlocal Agreement between Lee County, Florida, and the Kingston One Community Development District Providing for Waiver of Bond with Alternate Financial Assurance for Construction of Improvements, dated, _____, 202__ (the "Interlocal Agreement"), the County wishes to invoke the District's obligation to provide Alternate Assurances for the completion of the those improvements referenced in Alternative Assurance letter from the District dated _____ (the "Improvements"). Such Improvements must be completed on or before [insert date] in order to comply with the Lee County Land Development Code Section 10-154(26) and Administrative Code AC-13-19 unless the County otherwise agrees to an extension of time.

Sincerely,

Cc: Gregory Urbancic, Esq

Exhibit C

RESOLUTION 2024-XX

A RESOLUTION OF KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE INTERLOCAL AGREEMENT BETWEEN LEE COUNTY, FLORIDA, AND THE KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR WAIVER OF BOND WITH ALTERNATE FINANCIAL ASSURANCE FOR CONSTRUCTION OF IMPROVMENTS AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Kingston One Community Development District (“District”) is a local unit of special-purpose government which was created pursuant to Lee County Ordinance No. 23-26 (the “Ordinance”), as amended, and in conformity with Chapter 190, Florida Statutes; and

WHEREAS, as provided in the Act and Ordinance, the purpose of the District is to plan, construct, maintain, operate, finance, and improve the provision of systems, facilities, and services necessary to meet the infrastructure needs of the Kingston Community; and

WHEREAS, pursuant to the Act and Ordinance the District has authority to borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness, to levy such taxes and assessments as may be authorized, and to charge, collect, and enforce fees and other user charges; and

WHEREAS, Lee County Land Development Code, Chapter 10, Article II, Section 10-154(26), Additional Required Submittals, as implemented by Administrative Code Number AC-13-19, addresses the current construction bond requirement and provides, in part, the Lee County Board of County Commissioners may accept other forms of security; and

WHEREAS, the District wishes to provide such other form of security in accordance with the terms of the Interlocal Agreement Between Lee County, Florida, and the District Providing for Waiver of Bond with Alternate Financial Assurance for Construction of Improvements (the "Alternate Assurance Agreement") and approve the Alternate Assurance Agreement in the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District hereby finds it continues to be in the best interest of the District and its residents to approve the Alternate Assurance Agreement. The Board hereby ratifies actions of the District staff and officers related to preparation of the Alternate Assurance Agreement. Further, the Board hereby authorizes and directs District staff and the Chairman to take further

actions necessary to execute, finalize, and implement the provisions of the Alternate Assurances Agreement.

SECTION 2. The Board hereby authorizes the District Chairman and District staff to act as agents of the District with regard to any and all matters pertaining to finalization and implementation of the Alternate Assurance Agreement.

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

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this ____ day of _____, 202____.

ATTEST:

**KINGSTON ONE COMMUNITY
DEVELOPMENT DISTRICT**

**SECRETARY/ ASSISTANT
SECRETARY**

CHAIRMAN

Exhibit A: Interlocal Agreement Between Lee County, Florida and the Kingston One Community Development District Providing for Waiver of Bond with Alternate Financial Assurance for Construction of Improvements

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGSTON ONECOMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (“HB 7013”) and creating Section 189.0694, *Florida Statutes*; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, *Florida Statutes*, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

**NOW, THEREFORE, BE IT RESOLVED BY
THE BOARD OF SUPERVISORS OF THE
KINGSTON ONE COMMUNITY DISTRICT:**

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

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, *Florida Statutes*, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

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

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 16th day of October, 2024.

ATTEST:

**KINGSTON ONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair, /Vice Chair Board of Supervisors

Exhibit A: Performance Measures/Standards and Annual Reporting

Exhibit A



Memorandum

To: Board of Supervisors

From: District Management

Date: August 28, 2024

RE: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during its 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals and objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance its commitment to the accountability and transparency of the District.

Exhibit A:
Goals, Objectives, and Annual Reporting Form

**Cobblestone Community Development District (“District”)
Performance Measures/Standards & Annual Reporting Form**

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least twelve regular Board of Supervisor (“Board”) meetings per year to conduct District-related business and discuss community needs.

Measurement: Number of public Board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of twelve Board meetings were held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to the District’s website, publishing in local newspaper of general circulation, and or via electronic communication.

Standard: 100% of meetings were advertised in accordance with Florida Statutes on at least two mediums (e.g., newspaper, District website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management’s records.

Standard: 100% of monthly website checks were completed by District Management or third party vendor.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections **Objective:** Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District’s infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager’s reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within District Management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District’s infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to District's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the fiscal year by the District's engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on the District's website and/or within District records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the District's website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the District's website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the District's website.

Standard: District's website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the District's website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing Board approval and annual audit is available on the District's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the District's website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

SIGNATURES:

Chair/Vice Chair: _____

Date: _____

Printed Name: _____

Cobblestone Community Development District

District Manager: _____

Date: _____

Printed Name: _____

Cobblestone Community Development District

September 2024 Meeting

KINGSTON ONE CDD Summary of Operations and Maintenance Invoices
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Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Comments/Description
TOTAL			\$0.00		

Kingston One Community Development District

Financial Statements
(Unaudited)

Period Ending
September 30, 2024

Prepared by:



2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of September 30, 2024

(In Whole Numbers)

ACCOUNT DESCRIPTION	TOTAL
<u>ASSETS</u>	
Cash In Bank	\$ 40,160
TOTAL ASSETS	\$ 40,160
<u>LIABILITIES</u>	
Accounts Payable	\$ 6,369
Accrued Expenses	6,416
TOTAL LIABILITIES	12,785
<u>FUND BALANCES</u>	
Unassigned:	27,375
TOTAL FUND BALANCES	27,375
TOTAL LIABILITIES & FUND BALANCES	\$ 40,160

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2024
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Special Assmnts- Tax Collector	\$ 284,550	\$ -	\$ (284,550)	0.00%
Special Assmnts- CDD Collected	-	1,863	1,863	0.00%
Developer Contribution	-	100,306	100,306	0.00%
TOTAL REVENUES	284,550	102,169	(182,381)	35.91%
<u>EXPENDITURES</u>				
<u>Administration</u>				
ProfServ-Trustee Fees	12,000	-	12,000	0.00%
Assessment Roll	5,000	-	5,000	0.00%
Disclosure Report	10,000	-	10,000	0.00%
District Counsel	20,000	22,958	(2,958)	114.79%
District Engineer	30,000	-	30,000	0.00%
District Manager	25,000	20,833	4,167	83.33%
Accounting Services	17,500	10,000	7,500	57.14%
Auditing Services	5,200	-	5,200	0.00%
Website Compliance	1,800	2,900	(1,100)	161.11%
Postage, Phone, Faxes, Copies	150	5	145	3.33%
Public Officials Insurance	2,475	-	2,475	0.00%
Legal Advertising	1,500	13,534	(12,034)	902.27%
Misc-Special Projects	2,500	-	2,500	0.00%
Bank Fees	200	-	200	0.00%
Financial & Revenue Collections	3,500	-	3,500	0.00%
Website Administration	1,500	1,250	250	83.33%
Miscellaneous Expenses	250	-	250	0.00%
Office Supplies	380	-	380	0.00%
Dues, Licenses, Subscriptions	175	-	175	0.00%
Total Administration	139,130	71,480	67,650	51.38%
<u>Other Physical Environment</u>				
Insurance - General Liability	25,000	-	25,000	0.00%
Insurance -Property & Casualty	60,000	3,315	56,685	5.53%
Miscellaneous Services	15,000	-	15,000	0.00%
Total Other Physical Environment	100,000	3,315	96,685	3.32%
<u>Contingency</u>				
Misc-Contingency	45,420	-	45,420	0.00%
Total Contingency	45,420	-	45,420	0.00%
TOTAL EXPENDITURES	284,550	74,795	209,755	26.29%

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2024
General Fund (001)
(In Whole Numbers)

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
Excess (deficiency) of revenues				
Over (under) expenditures	-	27,374	27,374	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		1		
FUND BALANCE, ENDING		<u>\$ 27,375</u>		

Bank Account Statement

Kingston One CDD

Monday, October 7, 2024
Page No.: 1
Z-SPAWAR

Bank Account No. 9288
Statement No. 09-24
Statement Date 09/30/24

GL Balance (LCY)	40,159.56
GL Balance	40,159.56
Positive Adjustments	0.00
Subtotal	40,159.56
Negative Adjustments	0.00
Ending G/L Balance	40,159.56

Statement Balance	40,159.56
Outstanding Deposits	0.00
Subtotal	40,159.56
Outstanding Checks	0.00
Ending Balance	40,159.56

Document		Document No.	Description	Amount	Cleared Amount	Difference
Posting Date	Type					