

*Cypress Bluff
Community Development District*

April 17, 2019

Cypress Bluff

Community Development District

475 West Town Place, Suite 114, St. Augustine, Florida 32092

Phone: 904-940-5850 - Fax: 904-940-5899

April 11, 2019

Board of Supervisors
Cypress Bluff
Community Development District

Dear Board Members:

The Cypress Bluff Community Development District Meeting is scheduled for **Wednesday, April 17, 2019 at 3:00 p.m. at the Duval County Southeast Regional Library, 10599 Deerwood Park Boulevard, Jacksonville, Florida**. Following is the advance agenda for the meeting:

Audit Committee Meeting

- I. Call to Order
- II. Approval of Auditor Selection Evaluation Criteria
- III. Other Business
- IV. Adjournment

Board of Supervisors Meeting

- I. Call to Order
- II. Public Comment
- III. Approval of the Minutes of the February 26, 2019 Meeting
- IV. Acceptance of the Audit Committee's Recommendation and Authorization for Staff to Issue an RFP
- V. Consideration of Supplemental Engineer's Report
- VI. Consideration of Acquisition Agreement with Pulte Home Company, LLC
 - A. Form of Agreement
 - B. Acquisition Package
- VII. Consideration of Resolution 2019-06, Approving the Proposed Budget for Fiscal Year 2020 and Setting a Public Hearing Date for Adoption
- VIII. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- IX. Financials Reports
 - A. Balance Sheet and Income Statement
 - B. Check Register
 - C. Funding Request No. 4
- X. Supervisor's Requests and Audience Comments

- XI. Next Scheduled Meeting – April 23, 2019 at 1:30 p.m. at the Duval County Southeast Regional Library
- XII. Adjournment

Prior to the regular Board of Supervisors meeting an audit committee meeting will be held for the purpose of selection auditor selection evaluation criteria. A copy of the proposed criteria is enclosed under section IV of the agenda package.

Enclosed under the third order of business is a copy of the minutes of the February 26, 2019 meeting for your review and approval.

The fourth order of business is acceptance of the audit committee's recommendation and authorization for staff to issue an RFP. A copy of the evaluation criteria is enclosed for your review.

The fifth order of business is consideration of supplemental engineer's report. A copy of the report is enclosed for your review and approval.

The sixth order of business is consideration of acquisition agreement with Pulte Home Company. Copies of the agreement and acquisition package are enclosed for your review and approval.

The seventh order of business is consideration of resolution 2019-06, approving the proposed budget for Fiscal Year 2020 and setting a public hearing date for adoption. A copy of the resolution is enclosed, however the budget will be provided under separate cover.

The remainder of the agenda is general in nature. Staff will present their reports at the meeting.

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (904) 940-5850.

Sincerely,

James Perry

James Perry

District Manager
Cypress Bluff Community
Development District

AGENDA

Cypress Bluff
Community Development District
Agenda

Wednesday
April 17, 2019
3:00 p.m.

Duval County Southeast Regional Library
10599 Deerwood Park Boulevard
Jacksonville, Florida 32256
Call In # 1-888-850-4523 Code 322827

Audit Committee Meeting

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B. Check Register

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XII. Adjournment

MINUTES

MINUTES OF MEETING
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors meeting of the Cypress Bluff Community Development District was held Tuesday, February 26, 2019 at 1:30 p.m. at the Duval County Southeast Regional Library, 10599 Deerwood Park Boulevard, Jacksonville, Florida 32256.

Present and constituting a quorum were:

Richard Ray	Chairman
John Holmes	Vice Chairman
John Hewins	Supervisor
Steve Grossman	Supervisor

Also present were:

Jim Oliver	District Manager
Sarah Warren	District Counsel (by phone)
Brad Weeber	District Engineer
David Ray	Governmental Management Services
Mikey White	Parc Group

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 1:35 p.m.

SECOND ORDER OF BUSINESS

Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of Minutes

- A. October 23, 2018 Meeting**
- B. January 9, 2019 Special Meeting**
- C. February 6, 2019 Special Meeting**

On MOTION by Mr. Grossman seconded by Mr. Hewins with all in favor the minutes of the October 23, 2018 meeting, January 9, 2019 special meeting, and February 6, 2019 special meeting were approved.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2019-05,
Ratifying the Sale of the Bonds**

Mr. Oliver stated this is a cleanup resolution to ratify all actions that the Board took.

On MOTION by Mr. Ray seconded by Mr. Grossman with all in favor Resolution 2019-05 was approved.

FIFTH ORDER OF BUSINESS**Consideration of Disclosure of Public Finance**

Ms. Warren stated this is a disclosure that will be recorded in the public records. It provides an overview of the infrastructure and improvements that are being financed by the District, and an overview of the assessments that were levied to secure repayment of the bonds.

Mr. Ray stated I'm assuming the information in this document was taken right out of the Engineer's report?

Ms. Warren stated that's correct.

On MOTION by Mr. Ray seconded by Mr. Hewins with all in favor the disclosure of public finance was approved.

SIXTH ORDER OF BUSINESS**Consideration of Requisitions Two and Three for Directly Conveyed Improvements**

Mr. Weeber stated requisition number two is for \$911,590.25 to acquire E-Town work product, which includes plans, designs, calculations and permits for various infrastructure within the District including stormwater, utilities, roadways, signal modifications, electric, etc. We're looking to approve that today, though we will not finalize it or sign it until we get the release of interest for a couple of different entities that paid a few of the bills prior to the existence of E-Town Development.

Mr. Ray asked this is all work that's been completed, we're just going to ahead and approve this subject to receipt of final releases?

Mr. Weeber stated correct.

On MOTION by Mr. Ray seconded by Mr. Holmes with all in favor requisition number two was approved.

Mr. Weeber stated requisition number three is also to E-Town Development in the amount of \$1,458,475 and this is to pay for the phase one water and sewer improvements constructed by John Woody and dedicated to JEA. The CDD previously instructed the

developer to assign and dedicate the utilities to JEA. That has been done and they have been accepted by JEA. The one thing I want to make note of is this is a partial payment. There is a little bit of phase one money still outstanding so it is retainage, which can be collected in a future requisition but this is the lion's share of it. So this can be approved, signed and completed today.

Mr. Ray asked this is completed product; we're not waiting for anything?

Mr. Weeber stated no.

On MOTION by Mr. Ray seconded by Mr. Holmes with all in favor requisition number three was approved.

SEVENTH ORDER OF BUSINESS

Selection of Audit Committee

Mr. Oliver stated typically the Board of Supervisors serves as the audit committee.

On MOTION by Mr. Ray seconded by Mr. Hewins with all in favor the Board serving as the audit committee was approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being none, the next item followed.

B. District Engineer

Mr. Weeber stated there will be additional requisitions coming, probably in the next month; the phase one roadway requisition and then later phase two improvements and other landscaping stuff as well.

C. District Manager

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet and Income Statement

Mr. Oliver stated there are no unusual variances on the income statement.

B. Check Register

On MOTION by Mr. Ray seconded by Mr. Grossman with all in favor the check register was approved.

TENTH ORDER OF BUSINESS

**Supervisors' Requests and Audience
Comments**

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

**Next Scheduled Meeting – March 26, 2019
at 1:30 p.m. at the Duval County Southeast
Regional Library**

Mr. Oliver stated our next meeting is going to be March 26th at 1:30.

Mr. Ray stated I think we need to evaluate between now and then if we have anything on the agenda.

TWELFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Ray seconded by Mr. Grossman with all in favor the meeting was adjourned.
--

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

CYPRESS BLUFF CDD AUDITOR SELECTION EVALUATION CRITERIA

1. *Ability of Personnel.* (20 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience.* (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation of respondent, etc.)

3. *Understanding of Scope of Work.* (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required. (E.g., the existence of any natural disaster plan for business operations)

5. *Price.* (20 Points)

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

FIFTH ORDER OF BUSINESS

**CYPRESS BLUFF
COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL ENGINEER'S REPORT**

for the

**MONTEREY PINES NEIGHBORHOOD
SERIES 2019 CAPITAL IMPROVEMENTS**

Prepared for

Board of Supervisors

Cypress Bluff Community Development District

Prepared by

England, Thims & Miller, Inc.
14775 St. Augustine Road
Jacksonville, Florida 32258
904-642-8990

18-049-01

January 2019
Revised April 2019

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BACKGROUND

The Cypress Bluff Community Development District (CDD) is a ±1,249.7-acre residential development located in Duval County, Florida. The authorized land uses within the Cypress Bluff CDD may include conservation and residential development as well as open space and recreational amenities. The full development within the Cypress Bluff CDD boundary will include approximately the number of units listed in Table I.

TABLE I
CYPRESS BLUFF COMMUNITY
DEVELOPMENT DISTRICT
SUMMARY OF DEVELOPMENT

TYPE	Estimated Units	Estimated Areas
Residential Development		
Ø Single Family	1,714 units	447.5 acres
Ø Townhomes	0 units	0 acres
Road Rights-of-Way	n/a	147.1 acres
Parks and Recreation	n/a	39.7 acres
Wetland/Open Space, Miscellaneous	n/a	615.4 acres
TOTALS		1,249.7 acres

(Note: Certain area types may change provided that such changes are consistent with the land use)

The Cypress Bluff Community Development District developed an Improvement Plan dated July 30, 2018 (Capital Improvement Plan or “CIP”) to allow it to finance and construct certain facilities within and without the CDD boundaries. The Improvement Plan is estimated to cost approximately \$76.1 million consisting of \$17.7 million for master infrastructure improvements (Master CIP) and \$58.4 million for neighborhood infrastructure improvements (Neighborhood CIP). In order to serve the residents of the Cypress Bluff CDD, the CDD plans to design, permit, finance, and/or construct, operate and maintain all or part of certain utility, transportation, landscaping, and recreational facilities within and without the CDD. The CIP has been planned, designed, and permitted to function as one interrelated system of improvements benefiting the lands to be developed within the district.

Proceeds of the 2019 Bonds will be utilized to construct and/or acquire a portion of the Neighborhood CIP. That portion of the Neighborhood CIP funded with the proceeds of the 2019 Bonds is referred to as the “2019 Project”. The remainder of the Neighborhood CIP not funded with proceeds of the 2019 Bonds will be funded by a future series of Bonds or by the developer.

The Monterey Pines neighborhood is a +/- 146.59 acre residential development consisting of 346 single family units. The summary of the Monterey Pines neighborhood infrastructure costs are listed in Table II below. A description and basis of costs for each improvement category is included in the body of this report.

TABLE II
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT
MONTEREY PINES NIEGHBORHOOD INFRASTRUCTURE COSTS

Improvement Category Description	Estimated Total CDD Cost
1. Neighborhood Stormwater Management Facilities Construction	
2. Storm Drainage Utilities	\$ 638,987
3. Potable Water Utilities	\$ 768,466
4. Gravity Sanitary Sewer Utilities	\$ 410,820
5. Lift Station and Force Main	\$ 625,844
6. Reclaim Water Utilities	\$ 360,197
7. Retaining Walls at Stormwater Management Facilities	\$ 353,771
8. Electric Distribution Utilities	\$ 141,485
9. Landscaping	\$ 163,100
	\$ 407,870
Total Monterey Pines Neighborhood Infrastructure Costs	\$ 3,870,540

Cost estimates contained in this report are based upon year 2018 dollars and have been prepared based on the best available information. England, Thims & Miller, Inc. believes the enclosed

estimates to be accurate based upon the available information, however, actual costs will vary based on planning, final engineering and approvals from regulatory agencies.

STORMWATER MANAGEMENT FACILITIES

The CDD may fund construction of the stormwater management facilities (SMF) within the Monterey Pines neighborhood. Construction costs include, but are not limited to, clearing of the stormwater management facilities, dewatering, excavation, placing suitable material on-site, sodding pond banks, and groundwater cut-off wall installation. Also includes construction of retaining walls at the stormwater management facilities.

STORM DRAINAGE

The CDD may fund construction of the storm drainage system within the Monterey Pines neighborhood. Construction costs include the storm drainage system within the private roadway rights-of-way, dedicated drainage easements, and connections to the Cypress Bluff master drainage system.

UTILITIES

The entirety of the Cypress Bluff CDD will be provided with potable water, sanitary sewer, reclaim water services, and electric by the JEA utility system. The CDD may fund construction of the potable water, sanitary sewer, reclaim water mains, and electric distribution lines within the Monterey Pines neighborhood to provide service to the residential lots. Construction costs also include one JEA dedicated lift station and associated force main. The utility improvements will be designed and constructed in accordance with JEA standards and will be owned and maintained by JEA upon dedication.

LANDSCAPING

The CDD may fund construction of all landscaping within the entry area, linear park, and small common area park as referenced in the attached exhibit. Landscaping shall include, but is not limited to, all trees, shrubs, and turf within these areas.

BASIS OF COST ESTIMATES

The following is the basis for the neighborhood infrastructure cost estimates; actual project bid information was used where available:

- Costs utilized were obtained from recent contracted work for the project.
- Cost estimates included in this report are based upon year 2018 dollars and have been prepared based upon the best available information. England, Thims & Miller, Inc. believes the enclosed estimates to be accurate based upon best available information, however, actual costs will vary based upon final engineering, planning and approvals from regulatory authorities.

SIXTH ORDER OF BUSINESS

A.

**AGREEMENT BY AND BETWEEN THE
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT
AND PULTE HOME COMPANY, LLC, REGARDING THE ACQUISITION
OF CERTAIN WORK PRODUCT, INFRASTRUCTURE AND REAL PROPERTY**

THIS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2019, by and between:

Cypress Bluff Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Duval County, Florida whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**District**”); and

Pulte Home Company, LLC, a Michigan limited liability company, and an owner of lands within the boundaries of the District, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (“**Landowner**,” and together with the District, “**Parties**”).

RECITALS

WHEREAS, the District was established by Ordinance No. 2018-335-E of the City of Jacksonville City Council, effective June 29, 2018, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the Developer is the owner of certain lands in Duval County, Florida (“**County**”), located within the boundaries of the District (“**Development**”); and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as detailed in the *Improvement Plan*, dated July 30, 2018, and the *Supplemental Engineer’s Report for the Series 2019 Capital Improvements*, dated January 2019 (together, “**Engineer’s Report**”) attached to this Agreement as **Exhibit A (“Improvements”)**, and the estimated project costs of the Improvements is described in the Master Infrastructure Cost Summary included in the Engineer’s Report; and

WHEREAS, the District does not have sufficient monies on hand to allow the District to contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related third-party development documents which would allow the timely commencement and completion of construction of the infrastructure improvements, facilities, and services within the Development (“**Work Product**”); and

WHEREAS, the District will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Improvements described in Exhibit A until such time as the District has closed on the sale of its proposed Cypress Bluff Community Development District (Duval County, Florida) Special Assessment Bonds, which may be issued in one or more series (“**Bonds**”), the proceeds of which will be

utilized as payment for the Work Product and the Improvements contemplated by this Agreement; and

WHEREAS, in order to avoid a delay in the commencement of the construction of the Improvements, which delay would also delay the Landowner from implementing its planned development program, the Landowner will advance, fund, commence, and complete and/or cause third parties to commence and complete certain work to enable the District to expeditiously provide the infrastructure; and

WHEREAS, as of each Acquisition Date (as hereinafter defined), Landowner desires to convey, or assign as applicable, to the extent permitted, and the District desires to acquire, or take assignment of as applicable, the Work Product, the Improvements, and the real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements described in Exhibit A, if any such conveyances are appropriate ("**Real Property**"), upon the terms and conditions contained herein; and

WHEREAS, the District and the Landowner are entering into this Agreement to ensure the timely provision of the Improvements and completion of the Development.

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

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

2. ACQUISITION DATE. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon ("**Acquisition Date**"). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement.

3. ACQUISITION OF WORK PRODUCT. The District agrees to pay the actual reasonable cost incurred by the Landowner in preparation of the Work Product in accordance with the provisions of this Agreement. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for the Work Product acquired with proceeds from the Bonds. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors the total actual amount of cost, which in the District Engineer's sole opinion, is reasonable for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's bond trustee. In the event that the Landowner disputes the District Engineer's opinion as to cost, the District and the Landowner agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the Parties. Such a decision by a third party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for the funds from the

District's bond trustee. The foregoing engineering review and certification process shall hereinafter be referred to as the "Review Process." The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the Improvements.

- A. The Landowner agrees to convey to the District any and all of its right, title and interest in the Work Product (except as otherwise provided for in this Agreement) upon payment of the sums determined to be reasonable by the District Engineer, or a third party engineer selected pursuant to this Section, or prior to payment of such as provided for herein, and approved by the District's Board of Supervisors pursuant to and as set forth in this Agreement.
- B. Except as otherwise provided for in this Agreement, the Landowner agrees to release, or assign as applicable, to the District all transferrable right, title, and interest which the Landowner may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights of Landowner in and to the Work Product, including any and all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised if owned by Landowner. To the extent determined necessary by the District, the Landowner shall use good faith efforts to obtain all releases from any professional providing services in connection with the Work Product acquired with the proceeds of the Bonds to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.
- C. Notwithstanding anything to the contrary contained herein: (i) Landowner's conveyance or assignment of the Work Product is made without representation or warranty whatsoever, and Landowner shall not be held liable for the Work Product or any defect therein and (ii) Landowner reserves a license to use the Work Product as set forth below, including reliance upon and enforcement thereof. The District agrees to seek recovery for any loss with respect to the Work Product from any person or entity who created the Work Product or who has provided an applicable warranty that has been assigned to the District pursuant to Section 3.D. of this Agreement.
- D. The Landowner agrees to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, any transferable warranty for the person or entity who created the Work Product which is in favor of Landowner that the Work Product is fit for

the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

- E. The District hereby grants to Landowner, and Landowner hereby reserves, access to and the right to use the Work Product, without the payment of any fee by the Landowner. However, to the extent the Landowner's access to and use of the Work Product causes the District to incur any de minimus cost, such as copying costs, the Landowner agrees to pay such cost or expense.

4. ACQUISITION OF IMPROVEMENTS. The Landowner owns or will construct or cause to be constructed certain Improvements identified in Exhibit A. The District agrees to acquire those portions of the Improvements which were undertaken by the Landowner prior to the issuance of the Bonds intended to finance such Improvements. When a portion of the Improvements are completed and ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Landowner agrees to provide, at or prior to each Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as special warranty bills of sale or such other instruments necessary to convey such portion of the Improvements as may be reasonably requested by the District in accordance (but not in conflict) with this Agreement, and (iii) any other reasonable releases or documentation as may be reasonably requested by the District or Landowner in accordance (but not in conflict) with this Agreement. Any real property interests necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5. The District Engineer in consultation with Counsel shall determine in writing whether or not the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide Landowner with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the Review Process described in Section 3 above. The District's Manager ("**District Manager**") shall determine, in writing, whether the District has, based on the Landowner's estimate of cost, sufficient unencumbered funds to acquire the improvement.

- A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third party governmental body, then the Landowner agrees to cooperate and provide such certifications or documents as may reasonably be required by that governmental body, if any.
- B. The District Engineer shall certify as to the actual cost of any District Improvement, and the District shall pay no more than the actual cost incurred, as determined by the District Engineer.
- C. The Landowner agrees to cooperate fully in the transfer of any permits to the District or any governmental entity assuming the maintenance obligations for the associated Improvements conveyed pursuant to this

Agreement.

5. CONVEYANCE OF REAL PROPERTY.

- A. Conveyance. The Landowner agrees that it will convey, or cause to be conveyed, to the District, at or prior to each Acquisition Date as reasonably determined by the District and Landowner, by a special warranty deed (or, if less than a fee estate, by easement or other instrument) reasonably acceptable to the District's Board of Supervisors together with a metes and bounds or other description, the lands (or less interest therein) upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable. Such special warranty deed (or, if less than fee estate, other instrument) shall be subject to a reservation by Landowner of its right and privilege to use the area conveyed and/or grant to third parties the right to construct the Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof. The Landowner shall pay all required closing costs (i.e., documentary stamps) if any, for the conveyance of the lands upon which the Improvements are constructed. The Landowner shall be responsible for the prorated taxes and assessments levied on the lands upon which the Improvements are constructed up until such time as the Landowner conveys all said lands to the District. At the time of conveyance, and if desired by the District, the Landowner shall provide, at its expense, an owner's title insurance policy or obtain an opinion of title in a form satisfactory to the District (or title search, if the District determines, in its sole discretion, that a title policy is not necessary). In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the Landowner shall have the right but not the obligation to cure such defects at no expense to the District, failing which the District shall have the right to not acquire such interest.
- B. Boundary or Other Adjustments. Landowner and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Landowner's ownership. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any third-party transaction costs resulting from the adjustment, including but not limited to taxes, title

insurance, recording fees or other third-party transfer costs.

6. TAXES, ASSESSMENTS, AND COSTS.

- A. Taxes, assessments and costs resulting from Agreement. The Landowner agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise), non-ad valorem assessments, which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the Parties entering into this Agreement, if any, whether such taxes or assessments are imposed upon the District's property or property interest, or the Landowner's property or property interest. As to any parcel of Real Property conveyed by Landowner pursuant to this Agreement, the potential obligations of the Landowner to pay such taxes and assessments that may be incurred as a result of the Parties entering into this Agreement shall terminate one (1) year after conveyance of such parcel of Real Property. Notwithstanding the foregoing, the Parties represent to each other that they are not aware of any such taxes or assessments imposed upon the District as of the effective date of this Agreement
- B. Taxes and assessments on property being acquired. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to reserve an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, the prorated portion of any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed. For example, if the District acquires property in October 2019, the Landowner shall escrow the pro rata amount of taxes due for the tax bill payable in November 2019. If any additional taxes are imposed on the District's property in 2019 for a period which property was owned by Landowner, then the Landowner agrees to reimburse the District for that additional amount.
 2. Nothing in this Agreement shall prevent the District or the Landowner from asserting any rights to challenge any taxes or assessments imposed other than by the District, if any, on any

property of the District.

- C. Notice. The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in subsection B above. The Landowner covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at a rate not greater than four percent per annum from the date of the payment made by the District.
- D. Tax liability not created. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS. The District and Landowner hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Bonds ("**Prior Acquisitions**"). The District agrees to pursue the issuance of the Bonds in good faith, and, within thirty (30) days from the issuance of such Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event bond counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Bonds within six (6) years from the date of this Agreement, and, thus does not make payment to the Landowner for the Prior Acquisitions, then the Parties agree that the District shall have no reimbursement obligation whatsoever and, there having ultimately been no consideration paid, the District agrees, to the extent allowed by law and upon request of the Landowner, to convey back to the Landowner any Prior Acquisitions that have not already been transferred by the District to another government entity or utility. The Landowner shall pay any third-party transaction costs resulting from any conveyance pursuant to the prior sentence, including but not limited to taxes, title insurance, recording fees or other third-party transfer costs. The Landowner acknowledges that the District intends to convey some or all of the Improvements in the Engineer's Report to Duval County, Florida, the City of Jacksonville, and/or JEA and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions..

8. DEFAULT. A default by either party under this Agreement, which continues for a period of thirty (30) days after notice of such default, shall entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or, if applicable, specific performance. Neither party shall be entitled to seek or be awarded special, consequential or punitive damages

9. ENFORCEMENT OF AGREEMENT. In the event that either of the Parties 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 party, in addition to all other relief granted or awarded, all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, appellate proceedings and post-judgment collection proceedings.

10. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Landowner relating to the subject matter of this Agreement.

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

12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner. The District and the Landowner have complied with all the requirements of law. The District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

13. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the Landowner: Pulte Home Company, LLC
4901 Vineland Road, Suite 500
Orlando, Florida 32811
Attn: _____

B. If to District: Cypress Bluff Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Katie S. Buchanan

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any Parties 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 in this Agreement.

14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

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

16. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

17. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Duval County, Florida.

18. EFFECTIVE DATE. This Agreement shall be effective as of the day and year first written above.

19. TERMINATION. This Agreement may be terminated by the District or the Landowner without penalty in the event that the District does not issue its Bonds.

20. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law. However, the District will notify the Landowner within three (3) Business Days of its receipt of any public records request made for documents provided to the District by the Landowner.

21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

22. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this 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 by operation of law.

23. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

24. COUNTERPARTS. 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 detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

Attest:

**CYPRESS BLUFF COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Name: _____
Its: _____

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

Witness

By: _____
Name: _____
Title: _____

Exhibit A: Engineer's Report

B.

[COMPANY LETTERHEAD]

Cypress Bluff Community Development District
c/o Governmental Management Company, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092

RE: Cypress Bluff Community Development District
Acquisition of Monterey Pines Phase 1A & 1B Improvements

Dear District Manager,

Pursuant to the *Agreement by and between the Cypress Bluff Community Development District and Pulte Home Company, LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property*, dated _____, 2019, as supplemented by that *Cypress Bluff Community Development District Supplemental Engineer's Report for the Series 2019 Capital Improvements*, dated April 2019 (together, the "**Engineer's Report**") you are hereby notified that Pulte Home Company, LLC ("**Pulte**") has completed and wishes to sell to the District certain stormwater management facilities and utilities improvements ("**Improvements**") as further detailed in **Exhibit A** attached hereto. Pulte wishes to convey the Improvements, which were included in the District's Engineer's Report, to the District in exchange for the payment of **\$3,870,540**, and representing the actual cost of creating and/or constructing the Improvements. Pulte acknowledges that funds for payment may not be available until the District undertakes a future bond issuance or similar financing.

Sincerely,

PULTE HOME COMPANY, LLC

Printed Name: _____
Title: _____

cc: Katie S. Buchanan, District Counsel
Bradley Weeber, P.E., District Engineer

Exhibit A

Description of Monterey Pines Phase 1A & 1B Improvements

Includes all potable water mains, water services between mains and water meters, meters and fire hydrants. Includes all reclaimed water mains, reclaimed water services between mains and water meters and meters. Includes all gravity sewer mains, manholes and sewer services between mains and rights-of-way. Includes lift station and associated force main to tie-in at eTown Parkway. Includes electric system along road rights-of-way including but not limited to conduits, manholes, transformers, and street light installation.

Includes all stormwater management systems, including but not limited to lakes, ponds, water control structures, pipes and other stormwater conveyance structures, as well as all catch-basins and related stormwater facilities providing drainage and related system components. Includes retaining walls constructed at stormwater management facilities.

Includes all landscaping within entry area, linear park, and small common area park as referenced in the attached Exhibit.

Contract Information	Total Contract Cost	Amount Paid To Date	Amount Due	Retainage Due	CDD Eligible Cost
Work Order Agreement Pipeline Constructors, Inc. Phase 1- Clearing and Grubbing	\$ 203,885	\$ 203,885	\$ -	\$ -	\$ 24,666
Work Order Agreement Vallencourt Construction Company Phase 1A & 1B Road & Utility	\$ 3,648,355	\$ 1,721,175	\$ 1,927,180	\$ 172,117	\$ 2,660,584
Work Order Agreement Vallencourt Construction Company Phase 1A & 1B Mass Grade	\$ 1,089,427	\$ 900,715	\$ 188,712	\$ 90,071	\$ 614,320
Work Order Agreement Adkins Electric, Inc. Phase 1A & 1B Electric Conduit System	\$ 163,100	\$ 44,300	\$ 118,800	\$ -	\$ 163,100
Probable cost Basham & Lucas Design Group	\$ 407,870	\$ -	\$ 407,870	\$ -	\$ 407,870
TOTAL					\$ 3,870,540

AFFIDAVIT REGARDING COSTS PAID
(MONTEREY PINES PHASE 1A & 1B IMPROVEMENTS)

STATE OF _____
COUNTY OF _____

I, _____, of **Pulte Home Company, LLC**, a Michigan limited liability company ("**Pulte**"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is _____ and I have authority to make this affidavit on behalf of Pulte as shown below.
3. Pulte is the developer of certain lands within the Cypress Bluff Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Improvement Plan*, dated July 30, 2018, as supplemented by that *Cypress Bluff Community Development District Supplemental Engineer's Report for the Series 2019 Capital Improvements*, dated April 2019 (together, the "**Engineer's Report**") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Pulte has expended funds to develop and/or acquire certain of the public infrastructure improvements and/or work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and/or work product that have been completed to date and states the amounts that Pulte has spent on those improvements and/or work product.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the infrastructure improvements and/or work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of _____, 2019.

Pulte Home Company, LLC, a Michigan
limited liability company

Name: _____

Title: _____

The foregoing instrument was sworn and subscribed before me this ____ day of _____, 2019, by _____, who [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

Exhibit A – Description of Monterey Pines Phase 1A & 1B Improvements

**ACKNOWLEDGMENT AND RELEASE
(MONTEREY PINES PHASE 1A & 1B IMPROVEMENTS)**

THIS ACKNOWLEDGMENT AND RELEASE (**"Release"**) is made the ____ day of _____, 2019, by **Vallencourt Construction Co., Inc.**, having offices located at 1701 Blanding Boulevard, Middleburg, Florida 32068 (**"Contractor"**), in favor of the **Cypress Bluff Community Development District ("District")**, which is a local unit of special-purpose government situated in the City of Jacksonville, Duval County, Florida, and having offices located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 and **Pulte Home Company, LLC**, with offices located 124 Del Webb Parkway, Ponte Vedra, FL 32081 as a Third Party Beneficiary.

RECITALS

WHEREAS, pursuant to that certain *Work Order Agreement* [for the construction of the public portions of the Phase 1A & 1B Road and Utility] dated June 7, 2017 and *Work Order Agreement* [for the construction of the public portions of the Phase 1A & 1B Mass Grade] dated June 7, 2017 (together, **"Contract"**), between Contractor and Pulte Home Company, LLC, a Michigan limited liability company (**"Developer"**), Contractor has constructed for Developer certain stormwater management facilities and utilities, as described in **Exhibit A ("Improvements")**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired from Developer the Improvements constructed by Contractor in connection with the Contract, and accordingly, the District now has the unrestricted right to rely upon the terms of the Contract related to the Improvements for the same. However, the District's acquisition of the Improvements and receipt of rights under the Contract, hereunder or otherwise, does not extinguish or limit the rights and remedies of the Developer under the Contract and is without prejudice thereto. Contractor hereby consents to the assignment, transfer and conveyance (if and as applicable) of the Improvements and the Contract in whole or in part (and any rights thereunder) as more particularly described herein. In the event any assignment of the Contract or rights thereunder is accomplished hereby or otherwise made in connection with the Improvements, Contractor recognizes that the same shall be partially limited

to the Contract as it pertains to the Improvements and that the Contract shall otherwise remain in full force and effect as it pertains to any work or improvements not constituting the Improvements.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies (to and for the benefit of the District and the Developer) that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

SECTION 6. THIRD PARTY BENEFICIARY. The Third Party Beneficiary shall have the right to rely on the acknowledgments and representations of the Contractor contained herein. The Third Party Beneficiary shall also have the same right of indemnification provided to the District by Section 4 herein.

[CONTINUED ON NEXT PAGE]

SECTION 7. EFFECTIVE DATE. This Release shall take effect upon execution.

**VALLENCOURT CONSTRUCTION
CO., INC.**

By: _____
Its: _____

STATE OF FLORIDA)
COUNTY OF _____)

I HEREBY CERTIFY that on this ____ day of _____, 2019, before me personally _____ appeared _____, of _____, and that said person signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced _____ as identification and did (did not) take an oath.

EXECUTED and sealed in the County and State named above this ____ day of _____, 2019.

(NOTARIAL SEAL)

Print Name:
Notary Public, State of Florida
My Commission No.:
My Commission Expires:

**RELEASE OF RESTRICTIONS ON THE CYPRESS BLUFF
COMMUNITY DEVELOPMENT DISTRICT'S RIGHT TO USE AND
RELY UPON DRAWINGS, PLANS, SPECIFICATIONS, RELATED
DOCUMENTS, AND SERVICES CREATED OR UNDERTAKEN IN
CONNECTION WITH THE CONSTRUCTION OF CERTAIN
INFRASTRUCTURE IMPROVEMENTS.**

(MONTEREY PINES PHASE 1A & 1B IMPROVEMENTS)

THIS RELEASE is made the ____ day of _____, 2019, by **ENGLAND, THIMS & MILLER, INC.** (“**Professional**”), with an address of 14775 St. Augustine Road, Jacksonville, Florida 32258, in favor of the **CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government, being situated in the City of Jacksonville, Duval County, Florida (“**District**”), with an address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, Professional has created certain drawings, plans, specifications and related documents and/or has undertaken services in connection with the construction of certain infrastructure improvements (“**Work Product**”), all as more fully described in that certain bill of sale (“**Bill of Sale**”) dated as of or about the same date as this certificate, for Pulte Home Company, LLC, a Michigan limited liability company (“**Developer**”), as owner and developer of lands within the District; and

WHEREAS, the District subsequently intends to acquire the Work Product from the Developer and thereby secure the unrestricted right to use and rely upon the same for any and all purposes; and

WHEREAS, the District has requested Professional to confirm the release of all restrictions on the District’s right to use and rely upon the Work Product; and

WHEREAS, Professional has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and Professional agree as follows:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. RELEASE. Premised upon the District’s agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District’s right to use and rely upon the Work Product for any and all purposes. Further, Professional acknowledges that all warranties, contracts and rights and remedies thereunder and other forms of indemnification, if any, may be freely transferred to the District from the Developer.

SECTION 3. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that, Professional has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that there are no outstanding requests for payment related to the Work Product and that there is no disagreement as to the appropriateness of payment made for Work Product.

SECTION 4. EFFECTIVE DATE. This Release shall take effect upon execution. This Release is effective only for the Work Product prepared in connection with those improvements more fully described in the Bill of Sale, and Professional is not waiving or releasing any rights with respect to future work to be conducted pursuant to its existing agreement.

ATTEST

ENGLAND, THIMS & MILLER, INC.

[print name]

By: _____
Its: _____

**DISTRICT ENGINEER'S CERTIFICATE
(MONTEREY PINES PHASE 1A & 1B IMPROVEMENTS)**

_____, 2019

Board of Supervisors
Cypress Bluff Community Development District

Re: Acquisition of Monterey Pines Phase 1A & 1B Improvements

Ladies and Gentlemen:

The undersigned is a representative of England, Thims & Miller, Inc. ("**District Engineer**"), as District Engineer for the Cypress Bluff Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Pulte Home Company, LLC, a Michigan limited liability company ("**Developer**") of certain stormwater management facilities and utilities improvements ("**Improvements**"), as further described in **Exhibit A** attached hereto, all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Improvement Plan*, dated July 30, 2018 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).

6. Engineer further consents to any other partial or complete assignment, conveyance, or transfer of other work product, contracts, interests, rights or remedies associated with the Improvements or other matters contemplated in the Engineer's Report and required by the District in connection with the above referenced capital improvement plan, whether made prior to or after the execution of this Certificate.
7. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

FURTHER AFFIANT SAYETH NOT.

Bradley Weeber, P.E.
England, Thims & Miller, Inc.
Florida Registration No. _____
Consulting Engineer

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Bradley Weeber, P.E., on behalf of England, Thims & Miller, Inc., who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

**BILL OF SALE AND LIMITED ASSIGNMENT
(MONTEREY PINES PHASE 1A & 1B IMPROVEMENTS)**

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of _____, 2019, by **Pulte Home Company, LLC**, a Michigan limited liability company, whose mailing address for purposes hereof is 124 Del Webb Parkway, Ponte Vedra, Florida 32081 (“**Grantor**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Cypress Bluff Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

BACKGROUND STATEMENT

This instrument is intended to convey certain property rights related to certain improvements (“**Improvements**”) as further described on the attached **Exhibit A**.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following Improvements and other property interests as described below to have and to hold for Grantee’s own use and benefit forever but only to the extent related to the Improvements (and no more) and in each case without prejudice to or limiting the rights and remedies of Grantor thereunder:
 - a. all of the transferable right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits (with the exception of lien waivers), warranties, bonds, claims, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements (and no further); and
 - b. Also, the Grantor agrees to convey or cause to be conveyed when finalized any and all transferable site plans, construction and development drawings, plans and specifications, surveys, engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the improvements described in such subparagraphs, but only to the extent related to the Improvements (and no further).
 - c. All goodwill associated with the foregoing.
2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) the Improvements are free from any liens or encumbrances and the Grantor

covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons making the same against the Grantee by or through Grantor.

3. All transfers, conveyances, and assignments made hereunder are made on an “as is” basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Improvements. The Grantor hereby assigns, on a non-exclusive basis, to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects in the Improvements, including, but not limited to, any and all warranties and other forms of indemnification with respect to the same (subject to the Developer’s reservations of rights as more fully set forth herein). The Grantee is solely responsible for its use of the Property or interests transferred, conveyed or assigned hereunder on or after the date hereof. The District further agrees not to make revisions or modifications to any transferred, assigned or conveyed work product without prior written permission of design professional responsible for the same and that Developer is released from any liability in connection therewith, but only as to such revision or modification.

4. Notwithstanding anything to the contrary herein, the Grantor retains the right and an irrevocable and perpetual license to sue, enforce, sue upon, make claim under and upon, and other exercise of all right and remedies of the Grantee related to or arising from the Improvements and any interests otherwise assigned, transferred or conveyed hereunder. The parties agree to cooperate in the exercise of such rights, and the Grantor agrees to use best efforts not to exercise such rights in a manner which in the reasonable judgment of Grantee: (1) would be detrimental to the interests of the Grantee in the Improvements in any material respect and (2) such detrimental effect(s) cannot be reasonably avoided, remedied, or mitigated by Grantee.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

6. As consideration for the sale of the Improvements, Grantee agrees to pay the sums set forth in the attached **EXHIBIT A** to the extent proceeds are available and eligible and pursuant to that certain *Agreement by and between the Cypress Bluff Community Development District and Pulte Home Company, LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property*, dated _____, 2019.

7. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered.

Signed, sealed and delivered by:

WITNESSES

PULTE HOME COMPANY, LLC

By: _____
Name: _____

Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as the _____ of Pulte Home Company, LLC, who [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

Exhibit A – Description of Monterey Pines Phase 1A & 1B Improvements



BILL OF SALE
(MONTEREY PINES PHASE 1A & 1B IMPROVEMENTS)

CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("Seller"), in consideration of the sum of One Dollar and other valuable consideration received from **JEA** ("Buyer"), hereby on this ____ day of _____, 2019, sells to the Buyer the personal property described as:

All water mains, water services between mains and water meters, meters, fire hydrants and all sewer mains, manholes and sewer services between mains located within _____.

AND, warrants that the property is free of all encumbrances, that good title to and right to sell that property is vested in the Seller, and that the Seller will defend the title against the lawful claims of all persons.

IN WITNESS WHEREOF, the Seller has hereunto set its hand and seal, by and through its duly authorized representatives, this ____ day of _____, 2019.

WITNESSES:

**CYPRESS BLUFF COMMUNITY
DEVELOPMENT DISTRICT**

Signature: _____

Print Name: _____

BY: _____

Chairperson

Signature: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ as Chairperson, of Cypress Bluff Community Development District, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, on behalf of the District. They are personally known to me or have produced _____ as identification.

Signature of Notary Public

Name Typed, Printed or Stamped

Commission No.: _____

My Commission Expires: _____



CERTIFICATE OF CONSTRUCTION COMPLETION
(MONTEREY PINES PHASE 1A & 1B IMPROVEMENTS)

OWNER'S AFFIDAVIT

I CERTIFY that the work under the above named project, as further described in Exhibit A attached hereto, has been satisfactorily completed; that all charges or bills for labor or services performed or materials furnished, and other charges against the subcontractors, have been paid in full and in accordance with the terms of the contract; that no liens have attached against the property and improvements of owner; that no notice of intention to claim liens is outstanding that no suits are pending by reason on the project under the contract; that all Worker's Compensation claims have been settled and no public liability claims are pending.

Affidavit is made for the purpose of inducing the JEA to accept said construction for ownership.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal, by and through its duly authorized representatives, this ____ day of _____, 2019.

WITNESSES:

**CYPRESS BLUFF COMMUNITY
DEVELOPMENT DISTRICT**

Signature: _____

Print Name: _____

BY: _____

Chairperson

Signature: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ as Chairperson, of Cypress Bluff Community Development District, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, on behalf of the District. They are personally known to me or have produced _____ as identification.

Signature of Notary Public

Name Typed, Printed or Stamped

Commission No.: _____

My Commission Expires: _____

EXHIBIT A

All water mains, water services between mains and water meters, meters and fire hydrants, all reclaimed water mains, reclaimed water services between mains and water meters and meters, and all sewer mains, manholes and sewer services between mains located within _____.

SEVENTH ORDER OF BUSINESS

RESOLUTION 2019-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2019/2020 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Cypress Bluff Community Development District (the “District”) was established by Ordinance No. 2018-335-E, adopted by the City Council of the City of Jacksonville, Florida, effective as of June 29, 2018; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors of the Cypress Bluff Community Development District (the “Board”) the proposed budget for the Fiscal Year 2019/2020, which commences on October 1, 2019 and concludes September 30, 2020; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The proposed budget prepared by the District Manager for Fiscal Year 2019/2020 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said proposed budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved proposed budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2019

HOUR: _____

LOCATION: _____

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Jacksonville and Duval County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 17th DAY OF APRIL, 2019.

ATTEST:

**CYPRESS BLUFF COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A: FY 2019/2020 proposed budget

Exhibit A
FY 2018/2019 proposed budget

[See attached]

Cypress Bluff
Community Development District

Proposed Budget FY2020



Cypress Bluff

Community Development District

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Narrative

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Cypress Bluff
Community Development District
General Fund
Proposed Operating Budget

Description	Adopted Budget FY2019	Actuals as of 3/31/19	Projected Next 6 Months	Total Projected 9/30/19	Proposed Budget FY2020
<u>Revenues</u>					
Developer Contributions/Assessment	\$ 116,675	\$ 72,494	\$ 44,181	\$ 116,675	\$ 126,287
Total Revenues	\$ 116,675	\$ 72,494	\$ 44,181	\$ 116,675	\$ 126,287
<u>Expenditures</u>					
<u>Administrative</u>					
Supervisor Fees	\$ -	\$ 3,600	\$ 3,800	\$ 7,400	\$ 8,000
FICA Expense	\$ -	\$ 352	\$ 245	\$ 597	\$ 612
Engineering	\$ 15,000	\$ 4,423	\$ 3,500	\$ 7,923	\$ 15,000
Arbitrage	\$ 600	\$ -	\$ -	\$ -	\$ 600
Dissemination Agent	\$ 3,500	\$ 292	\$ 1,750	\$ 2,042	\$ 3,500
Attorney	\$ 20,000	\$ 6,605	\$ 5,000	\$ 11,605	\$ 20,000
Annual Audit	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Assessment Roll	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Trustee Fees	\$ 4,000	\$ -	\$ -	\$ -	\$ 4,000
Management Fees	\$ 45,000	\$ 22,500	\$ 22,500	\$ 45,000	\$ 45,000
Construction Accounting	\$ 3,500	\$ -	\$ -	\$ -	\$ -
Information Technology	\$ 1,200	\$ 600	\$ 600	\$ 1,200	\$ 1,200
Telephone	\$ 300	\$ -	\$ 150	\$ 150	\$ 300
Postage	\$ 1,500	\$ -	\$ 500	\$ 500	\$ 1,500
Printing & Binding	\$ 1,000	\$ 1,452	\$ 900	\$ 2,352	\$ 1,000
Insurance	\$ 5,800	\$ 5,000	\$ -	\$ 5,000	\$ 5,800
Legal Advertising	\$ 4,000	\$ 1,162	\$ 510	\$ 1,672	\$ 4,000
Other Current Charges	\$ 600	\$ 162	\$ 126	\$ 288	\$ 600
Office Supplies	\$ 1,000	\$ -	\$ 500	\$ 500	\$ 1,000
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Website design/compliance	\$ 4,500	\$ -	\$ 1,750	\$ 1,750	\$ 2,500
Total Administrative	\$ 116,675	\$ 46,322	\$ 41,831	\$ 88,153	\$ 122,287
<u>Operations</u>					
Project Services	\$ -	\$ 2,000	\$ 2,000	\$ 4,000	\$ 4,000
Total Operations	\$ -	\$ 2,000	\$ 2,000	\$ 4,000	\$ 4,000
Total Expenditures	\$ 116,675	\$ 48,322	\$ 43,831	\$ 92,153	\$ 126,287
Excess Revenues (Expenditures)	\$ -	\$ 24,172	\$ 350	\$ 24,522	\$ -

Cypress Bluff

Community Development District

General Fund Budget

REVENUES:

Developer Contributions/Assessments

The District will enter into a Funding Agreement with the Developer to fund the General Fund Expenditures for the Fiscal Year

EXPENDITURES:

Administrative:

Supervisor Fees & FICA Expense

Supervisors by Florida statutes are eligible for compensation if elected at \$200/meeting. The costs are reflective of anticipated compensation plus FICA matching.

Engineering Fees

The District's engineer, England-Thims & Miller, Inc 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 annually have an arbitrage rebate calculation on the District's Series 2019 Special Assessment Revenue Bonds.

Dissemination

The District has contracted with GMS, LLC to act as the Dissemination Agent for the District to prepare the Annual Disclosure Report required by the Security and Exchange Commission in order 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, Hopping, Green & Sams 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.

Assessment Roll

The District has contracted with Governmental Management Services, LLC for the certification and collection of the District's annual maintenance and debt service assessments. Assessments on platted lots are collected by agreement with Duval County while unplatted assessments maybe collected directly by District and/or by County Tax Collector.

Trustee Fees

The Trustee at The Bank of New York Mellon administers the District's Series 2019 Special Assessment Revenue Bonds. The amount represents the annual fee for the administration of the District's bond issue.

Management Fees

The District receives management, accounting and administrative services as part of a management agreement with Governmental Management Services, LLC ("GMS"). These services are further outlined in Exhibit "A" of the Management Agreement with GMS.

Information Technology

The cost related to District's accounting and information systems, District website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements maintained by GMS.

Cypress Bluff

Community Development District

General Fund Budget

Telephone

Telephone conference costs for District meetings, workshops and committee meetings.

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.

Insurance

The District's General Liability & Public Officials Liability Insurance policy is with Florida Insurance Alliance. FIA specializes in providing insurance coverage to governmental agencies.

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

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

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.

Website Compliance

Website information required under Florida Law to be posted for all Special Districts.

Operations:

Project Services

The District receives project services as part of an agreement with PARC Land Management, LLC. These services are further outlined in Exhibit "A" of the Services Agreement with PARC.

Cypress Bluff
Community Development District
Debt Service- Series 2019
Proposed Budget

Description	Adopted Budget FY2019	Actuals as of 3/31/19	Projected Next 6 Months	Total Projected 9/30/19	Proposed Budget FY2020
<u>Revenues</u>					
Special Assessments	\$ -	\$ -	\$ 730,414	\$ 730,414	\$ 731,680
Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ 271,726
Total Revenues	\$ -	\$ -	\$ 730,414	\$ 730,414	\$ 1,003,406
<u>Expenditures</u>					
Attorney Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Tax Collector	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Series 2019</i>					
Interest Expense 11/1	\$ -	\$ -	\$ -	\$ -	\$ 269,573
Principal Expense 5/1	\$ -	\$ -	\$ 330,000	\$ 330,000	\$ 195,000
Interest Expense 5/1	\$ -	\$ -	\$ 128,688	\$ 128,688	\$ 269,573
Total Expenditures	\$ -	\$ -	\$ 458,688	\$ 458,688	\$ 734,146
Excess Revenues/(Expenditures)	\$ -	\$ -	\$ 271,726	\$ 271,726	\$ 269,260

11/1/20 Interest Payment \$ 265,917

Development Type	Units	Gross Per Unit	Gross Assessments
SF- Active Adult Lots	346	\$405	\$140,130
SF- Residential	777	\$838	\$651,126
Less Disc. + Collections 7%			\$59,576
Net Annual Assessment			\$731,680

Cypress Bluff
Community Development District
Special Assessment Revenue Bonds, Series 2019

Period Ending	Principal	Annual Principal	Interest Rate	Interest	Annual Debt
5/1/19	\$ 11,565,000	\$ 330,000	3.75%	\$ 128,688.29	\$ 458,688.29
11/1/19				\$ 269,573.13	\$ 269,573.13
5/1/20	\$ 11,235,000	\$ 195,000	3.75%	\$ 269,573.13	\$ 464,573.13
11/1/20				\$ 265,916.88	\$ 265,916.88
5/1/21	\$ 11,040,000	\$ 200,000	3.75%	\$ 265,916.88	\$ 465,916.88
11/1/21				\$ 262,166.88	\$ 262,166.88
5/1/22	\$ 10,840,000	\$ 210,000	3.75%	\$ 262,166.88	\$ 472,166.88
11/1/22				\$ 258,229.38	\$ 258,229.38
5/1/23	\$ 10,630,000	\$ 215,000	3.75%	\$ 258,229.38	\$ 473,229.38
11/1/23				\$ 254,198.13	\$ 254,198.13
5/1/24	\$ 10,415,000	\$ 225,000	3.75%	\$ 254,198.13	\$ 479,198.13
11/1/24				\$ 249,979.38	\$ 249,979.38
5/1/25	\$ 10,190,000	\$ 235,000	4.125%	\$ 249,979.38	\$ 484,979.38
11/1/25				\$ 245,132.50	\$ 245,132.50
5/1/26	\$ 9,955,000	\$ 245,000	4.125%	\$ 245,132.50	\$ 490,132.50
11/1/26				\$ 240,079.38	\$ 240,079.38
5/1/27	\$ 9,710,000	\$ 255,000	4.125%	\$ 240,079.38	\$ 495,079.38
11/1/27				\$ 234,820.00	\$ 234,820.00
5/1/28	\$ 9,455,000	\$ 265,000	4.125%	\$ 234,820.00	\$ 499,820.00
11/1/28				\$ 229,354.38	\$ 229,354.38
5/1/29	\$ 9,190,000	\$ 275,000	4.125%	\$ 229,354.38	\$ 504,354.38
11/1/29				\$ 223,682.50	\$ 223,682.50
5/1/30	\$ 8,915,000	\$ 290,000	4.125%	\$ 223,682.50	\$ 513,682.50
11/1/30				\$ 216,577.50	\$ 216,577.50
5/1/31	\$ 8,625,000	\$ 305,000	4.90%	\$ 216,577.50	\$ 521,577.50
11/1/31				\$ 209,105.00	\$ 209,105.00
5/1/32	\$ 8,320,000	\$ 320,000	4.90%	\$ 209,105.00	\$ 529,105.00
11/1/32				\$ 201,265.00	\$ 201,265.00
5/1/33	\$ 8,000,000	\$ 335,000	4.90%	\$ 201,265.00	\$ 536,265.00
11/1/33				\$ 193,057.50	\$ 193,057.50
5/1/34	\$ 7,665,000	\$ 350,000	4.90%	\$ 193,057.50	\$ 543,057.50
11/1/34				\$ 184,482.50	\$ 184,482.50
5/1/35	\$ 7,315,000	\$ 370,000	4.90%	\$ 184,482.50	\$ 554,482.50
11/1/35				\$ 175,417.50	\$ 175,417.50
5/1/36	\$ 6,945,000	\$ 390,000	4.90%	\$ 175,417.50	\$ 565,417.50
11/1/36				\$ 165,862.50	\$ 165,862.50
5/1/37	\$ 6,555,000	\$ 410,000	4.90%	\$ 165,862.50	\$ 575,862.50

Cypress Bluff
Community Development District
Special Assessment Revenue Bonds, Series 2019

Period Ending	Principal	Annual Principal	Interest Rate	Interest	Annual Debt
11/1/37				\$ 155,817.50	\$ 155,817.50
5/1/38	\$ 6,145,000	\$ 430,000	4.90%	\$ 155,817.50	\$ 585,817.50
11/1/38				\$ 145,282.50	\$ 145,282.50
5/1/39	\$ 5,715,000	\$ 450,000	4.90%	\$ 145,282.50	\$ 595,282.50
11/1/39				\$ 134,257.50	\$ 134,257.50
5/1/40	\$ 5,265,000	\$ 475,000	5.10%	\$ 134,257.50	\$ 609,257.50
11/1/40				\$ 122,145.00	\$ 122,145.00
5/1/41	\$ 4,790,000	\$ 500,000	5.10%	\$ 122,145.00	\$ 622,145.00
11/1/41				\$ 109,395.00	\$ 109,395.00
5/1/42	\$ 4,290,000	\$ 525,000	5.10%	\$ 109,395.00	\$ 634,395.00
11/1/42				\$ 96,007.50	\$ 96,007.50
5/1/43	\$ 3,765,000	\$ 550,000	5.10%	\$ 96,007.50	\$ 646,007.50
11/1/43				\$ 81,982.50	\$ 81,982.50
5/1/44	\$ 3,215,000	\$ 580,000	5.10%	\$ 81,982.50	\$ 661,982.50
11/1/44				\$ 67,192.50	\$ 67,192.50
5/1/45	\$ 2,635,000	\$ 610,000	5.10%	\$ 67,192.50	\$ 677,192.50
11/1/45				\$ 51,637.50	\$ 51,637.50
5/1/46	\$ 2,025,000	\$ 640,000	5.10%	\$ 51,637.50	\$ 691,637.50
11/1/46				\$ 35,317.50	\$ 35,317.50
5/1/47	\$ 1,385,000	\$ 675,000	5.10%	\$ 35,317.50	\$ 710,317.50
11/1/47				\$ 18,105.00	\$ 18,105.00
5/1/48	\$ 710,000	\$ 710,000	5.10%	\$ 18,105.00	\$ 728,105.00
Total		\$ 11,565,000		\$ 10,320,768.37	\$ 21,885,768.37

EIGHTH ORDER OF BUSINESS

B.

Cypress Bluff Community Development District

April 17, 2019

1. Consideration of Requisitions 4 – 6
Series 2019 Acquisition and Construction Bonds
2. Request for authorization of Chairman to execute Hold Harmless Agreement
for Landscaping, etc. within the E-Town Parkway right of way

Bradley Weeber
District Engineer England-
Thims & Miller, Inc.

**Cypress Bluff Community Development District
Series 2019 Acquisition and Construction Bonds**

REQUISITION SUMMARY

Wednesday, April 17, 2019

<u>Date of Requisition</u>	<u>Req #</u>	<u>Payee</u>	<u>Reference</u>	<u>INVOICE AMOUNT</u>
<u>2019 Series Bond Funds to be Approved</u>				
4/17/2019	4	Connelly & Wicker, Inc.	Professional service related to coordinating south boundary and layout of preliminary site plan	\$ 1,273.75
4/17/2019	5	Basham & Lucas Design Group, Inc.	Professional services related to e-Town Amenity - Invoice 7783	\$ 3,100.00
4/17/2019	6	Basham & Lucas Design Group, Inc.	Professional services related to e-Town Amenity - Invoice 7741	\$ 14,200.00
			2019 Bond Series to be Approved	\$ 18,573.75
			TOTAL REQUISITIONS TO BE APPROVED	\$ 18,573.75

REVOCABLE PERMIT AND INDEMNIFICATION AGREEMENT

THIS PERMIT TO USE THE CITY'S RIGHT-OF-WAY OR EASEMENTS HEREIN DESCRIBED IS ISSUED BY THE CITY OF JACKSONVILLE TO THE PERMITEES NAMED BELOW FOR THE PURPOSES HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF. BY THE EXECUTION HEREOF THE PERMITTEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

Court House Use Only

1. ADDRESS OR NAME OF RIGHT-OF-WAY:		DATE: December 5, 2017
3. DESCRIPTION OF RIGHT-OF-WAY OR EASEMENT (Width, intersection, legal description, ORV & page, etc.):		
4. PURPOSE OF PERMIT AND DETAILED DESCRIPTION OF IMPROVEMENTS: (Attach a Detailed 8½ x 11 or 8½ x 14 Sketch of Improvements)		
5. PERMITTER::	5a. REPRESENTATIVE: (Type Name, Title and Department)	
CITY OF JACKSONVILLE	Chief of Engineering	
	Public Works Department	
6. PERMITEE:	6a. REPRESENTATIVE: (Type Name, Title and Address)	
	Telephone Number:	

7. GENERAL PROVISIONS: (See Page 2 of 2)

FOR CITY OF JACKSONVILLE	By:	Date:
	Its: Chief of Engineering	
	Witness:	Date:
	Witness:	Date:

STATE OF FLORIDA, COUNTY OF DUVAL

This foregoing instrument was signed before me this ____ day of _____, 20____, by Thomas Fallin, P.E., Chief of Engineering, the designee for the Director of Public Works of the City of Jacksonville, a municipal corporation, who executed the forgoing instrument and acknowledged the execution thereof to be his own free act and deed on behalf of the corporation.

My Commission Expires:

Notary Public, State of Florida

PERMITEE	By:	Date:
	Its:	
	Witness:	Date:
	Witness:	Date:

STATE OF FLORIDA, COUNTY OF DUVAL

This foregoing instrument was signed before me this ____ day of _____, 20____, by _____ (name of officer) the _____ (title of officer) of _____ (name of corporation), a municipal corporation, who executed the forgoing instrument and acknowledged the execution thereof to be his own free act and deed on behalf of the corporation.

My Commission Expires:

Notary Public, State of Florida

7. GENERAL PROVISIONS:

- (a) City hereby permits Permittee to use the property described in Item 3 for the purposes set forth in Item 4 and in accordance with the detailed sketch attached thereto.**
- (b) Permittee shall maintain, at its sole cost and expense, the improvements set forth in Item 4 and the detailed sketch, in a good, safe and attractive condition.**
- (c) Permittee shall repair, at its sole cost and expense, any and all damage, if any, to the property described in Item 3, resulting from its use of said property.**
- (d) This Permit is revocable at any time, upon giving 30 days notice to Permittee, at the option and discretion of City or its duly authorized representative.**
- (e) In the event that the City revokes this permit, Permittee shall immediately remove at its cost and expense the improvements described in Item 4 and shown on the detailed sketch in the right of way or easement and Permittee shall at Permittee's expense restore the right-of-way to its condition prior to installation of the improvements; provided, that if Permittee shall fail to do so or fail to do so in a manner that does not interfere with the City's use of the right of way or easement, then the City may perform such removal at the cost and expense of Permittee.**
- (f) Permittee shall act as an independent contractor, and not as an employee of the City in performing its obligations pursuant to this Agreement. Permittee shall be solely liable, and agrees to be solely liable for, and shall indemnify, defend and hold City harmless from any and all loss, damage, action, claim, suit, judgment, cost or expense for injury to persons (including death) or damage to property (including destruction) in any manner resulting from or arising out of the installation, maintenance (failure to maintain), use or existence of the improvements described in item 4 and shown on the detailed sketch within City's right of way or easements The foregoing shall include any damage incurred by Permittee or to the improvement-s due to the removal of the improvements by City or Permittee; as well as any damage caused by the forces of any natural occurrence.**
- (g) Permittee further agrees that, in the event City requires access to any area of the right of way or easement, necessitating the removal of and/or damage to any or all of said improvements, Permittee shall remain solely responsible at its cost and expense for any necessary repairs to or replacement of said improvements in order to return the right of way or easement to its original condition, or to other conditions meeting City standards or requirements for the right of way or easement.**
- (h) Upon completion execution hereof, Permittee shall record at its cost and expense this permit with the Clerk of the Circuit Court in the official records of Duval County, Florida, and shall provide to the City a copy of the duly recorded permit showing on the face of it the appropriate recording stamp of said Clerk showing the book and page number in and at which it was recorded.**

NINTH ORDER OF BUSINESS

A.

Cypress Bluff

Community Development District

Unaudited Financial Reporting
March 31, 2019



Cypress Bluff
Community Development District
Combined Balance Sheet
March 31, 2019

	<u>Governmental Fund Types</u>			Totals (Memorandum Only) 2019
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	
<u>Assets:</u>				
Cash	\$66,913	---	---	\$66,913
Due from Developer	\$39,424	---	---	\$39,424
Investments:				
Reserve	---	\$365,840	---	\$365,840
Revenue	---	\$309	---	\$309
Acquisition & Construction- Parcel E3A	---	---	\$916,940	\$916,940
Acquisition & Construction- Parcel E5	---	---	\$2,043,312	\$2,043,312
Acquisition & Construction- Parcel E7A	---	---	\$1,617,622	\$1,617,622
Acquisition & Construction- Sold Parcels	---	---	\$6,214,089	\$6,214,089
Cost of Issuance	---	---	\$3,971	\$3,971
Due From General Fund	---	\$81,674	---	\$81,674
Prepaid Expenses	---	---	---	\$0
Total Assets	<u><u>\$106,338</u></u>	<u><u>\$447,823</u></u>	<u><u>\$10,795,933</u></u>	<u><u>\$11,350,093</u></u>
<u>Liabilities:</u>				
Accounts Payable	\$2,000	---	---	\$2,000
Accrued Expenses	---	---	---	\$0
Due to Debt Service	\$81,674	---	---	\$81,674
Due to General Fund	---	---	---	\$0
Due to Capital Reserve	---	---	---	\$0
FICA Payable	---	---	---	\$0
<u>Fund Balances:</u>				
Nonspendable	---	---	---	\$0
Restricted for Debt Service	---	\$447,823	---	\$447,823
Unassigned	\$22,663	---	\$10,795,933	\$10,818,596
Total Liabilities and Fund Equity	<u><u>\$106,338</u></u>	<u><u>\$447,823</u></u>	<u><u>\$10,795,933</u></u>	<u><u>\$11,350,093</u></u>

Cypress Bluff
Community Development District
Statement of Revenues & Expenditures
For The Period Ending March 31, 2019

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 3/31/19	ACTUAL THRU 3/31/19	VARIANCE

Revenues:

Developer Contrubutions	\$116,675	\$80,494	\$80,494	\$0
Miscellaneous Income	\$0	\$0	\$0	\$0

Total Revenues	\$116,675	\$80,494	\$80,494	\$0
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Expenditures

Administrative

Supervisor Fees	\$0	\$0	\$3,600	(\$3,600)
FICA Expense	\$0	\$0	\$352	(\$352)
Engineering	\$15,000	\$7,500	\$4,423	\$3,077
Arbitrage	\$600	\$300	\$0	\$300
Dissemination Agent	\$3,500	\$1,750	\$292	\$1,458
Attorney	\$20,000	\$10,000	\$6,605	\$3,395
Annual Audit	\$5,000	\$2,500	\$0	\$2,500
Trustee Fees	\$4,000	\$2,000	\$0	\$2,000
Management Fees	\$45,000	\$22,500	\$22,500	\$0
Construction Accounting	\$3,500	\$1,750	\$0	\$1,750
Information Technology	\$1,200	\$600	\$600	\$0
Telephone	\$300	\$150	\$0	\$150
Postage	\$1,500	\$750	\$0	\$750
Printing & Binding	\$1,000	\$500	\$1,452	(\$952)
Insurance	\$5,800	\$5,800	\$5,000	\$800
Legal Advertising	\$4,000	\$2,000	\$1,162	\$838
Other Current Charges	\$600	\$300	\$162	\$138
Office Supplies	\$1,000	\$500	\$0	\$500
Project Services	\$0	\$0	\$2,000	(\$2,000)
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website design/compliance	\$4,500	\$2,250	\$0	\$2,250

Total Expenditures	\$116,675	\$61,325	\$48,322	\$13,003
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Excess Revenues/Expenses	\$0	\$32,172
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Fund Balance - Beginning	\$0	(\$9,508)
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Fund Balance - Ending	\$0	\$22,663
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Cypress Bluff
Community Development District
Debt Service Fund
Statement of Revenues & Expenditures
For The Period Ending March 31, 2019

Description	PRORATED			
	ADOPTED BUDGET	BUDGET THRU 3/31/19	ACTUAL THRU 3/31/19	VARIANCE
<u>Revenues</u>				
Special Assessments- Direct	\$0	\$0	\$81,674	\$81,674
Assessments- Prepayments	\$0	\$0	\$0	\$0
Interest Income	\$0	\$0	\$309	\$309
Total Revenues	\$0	\$0	\$81,983	\$81,983
<u>Expenditures</u>				
Attorney Fees	\$0	\$0	\$0	\$0
Tax Collector	\$0	\$0	\$0	\$0
Transfer Out	\$0	\$0	\$0	\$0
<u>Series 2019</u>				
Interest-11/1	\$0	\$0	\$0	\$0
Principal-5/1	\$0	\$0	\$0	\$0
Interest-5/1	\$0	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$0	\$0
<u>OTHER SOURCES/(USES)</u>				
Bond Proceeds	\$0	\$0	\$365,840	(\$365,840)
TOTAL OTHER SOURCES AND USES	\$0	\$0	\$365,840	(\$365,840)
Excess Revenues (Expenditures)	\$0		\$447,823	
Fund Balance - Beginning	\$0		\$0	
Fund Balance - Ending	\$0		\$447,823	

Cypress Bluff
Community Development District
Capital Projects Fund
Statement of Revenues & Expenditures
For The Period Ending March 31, 2019

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 3/31/19	ACTUAL THRU 3/31/19	VARIANCE
<u>Revenues:</u>				
Interest	\$0	\$0	\$9,102	\$9,102
Transfer In - General Fund	\$0	\$0	\$0	\$0
Total Revenues	\$0	\$0	\$9,102	\$9,102
<u>Expenditures</u>				
Capital Outlay	\$0	\$0	\$0	\$0
Cost of Issuance	\$0	\$0	\$181,030	(\$181,030)
Total Expenditures	\$0	\$0	\$181,030	(\$181,030)
<u>OTHER SOURCES/(USES)</u>				
Bond Proceeds	\$0	\$0	\$11,199,160	(\$11,199,160)
Underwriters Discount	\$0	\$0	(\$231,300)	\$231,300
TOTAL OTHER SOURCES AND USES	\$0	\$0	\$10,967,860	(\$10,967,860)
Excess Revenues (Expenditures)	\$0		\$10,795,933	
Fund Balance - Beginning	\$0		\$0	
Fund Balance - Ending	\$0		\$10,795,933	

Cypress Bluff
Community Development District
General Fund
Month By Month Income Statement

Revenues:

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Developer Contributions	\$35,842	\$0	\$23,444	\$0	\$13,208	\$7,999	\$0	\$0	\$0	\$0	\$0	\$0	\$80,494
Miscellaneous Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$35,842	\$0	\$23,444	\$0	\$13,208	\$7,999	\$0	\$0	\$0	\$0	\$0	\$0	\$80,494

Expenditures:

Administrative

Supervisor Fees	\$800	\$0	\$0	\$1,000	\$1,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,600
FICA Expense	\$61	\$0	\$0	\$61	\$230	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$352
Engineering	\$789	\$411	\$3,224	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,423
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination Agent	\$0	\$0	\$0	\$0	\$0	\$292	\$0	\$0	\$0	\$0	\$0	\$0	\$292
Attorney	\$3,801	\$388	\$602	\$1,814	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,605
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$22,500
Construction Accounting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Information Technology	\$100	\$100	\$100	\$100	\$100	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$600
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Printing & Binding	\$527	\$250	\$0	\$57	\$266	\$352	\$0	\$0	\$0	\$0	\$0	\$0	\$1,452
Insurance	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Legal Advertising	\$722	\$0	\$173	\$85	\$88	\$95	\$0	\$0	\$0	\$0	\$0	\$0	\$1,162
Other Current Charges	\$21	\$50	\$21	\$22	\$23	\$24	\$0	\$0	\$0	\$0	\$0	\$0	\$162
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Services	\$0	\$0	\$1,000	\$0	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Website design/compliance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenditures	\$15,746	\$4,949	\$8,870	\$6,889	\$6,257	\$5,612	\$0	\$0	\$0	\$0	\$0	\$0	\$48,322
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Excess Revenues (Expenditures)	\$20,096	(\$4,949)	\$14,574	(\$6,889)	\$6,951	\$2,388	\$0	\$0	\$0	\$0	\$0	\$0	\$32,172
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Cypress Bluff
Community Development District
Long Term Debt Report

Series 2019 Special Assessments Revenue Bonds	
Interest Rate:	3.75-5.1%
Maturity Date:	5/1/2048
Reserve Fund Definition:	50% Max Annual Debt
Reserve Fund Requirement:	\$365,840.00
Reserve Fund Balance:	\$365,840.00
Bonds outstanding - 9/30/2018	\$11,565,000
Current Bonds Outstanding	\$11,565,000

B.

Cypress Bluff

Community Development District

Check Run Summary March 31, 2019

Fund	Date	Check No.	Amount
Payroll	2/14/19	50026-50030	\$ 938.80
	3/1/19	50031-50034	\$ 754.10
	Subtotal		<u>\$ 1,692.90</u>
General Fund	3/22/19	26-42	\$ 45,386.03
	Subtotal		<u>\$ 45,386.03</u>
Total			<u>\$ 47,078.93</u>

CHECK #	EMP #	EMPLOYEE NAME	CHECK AMOUNT	CHECK DATE
50026	3	CHRIS PRICE	184.70	2/14/2019
50027	5	JOHN L HOLMES III	184.70	2/14/2019
50028	2	JOHN S HEWINS JR	184.70	2/14/2019
50029	1	RICHARD T RAY	184.70	2/14/2019
50030	4	STEVE GROSSMAN	200.00	2/14/2019
TOTAL FOR REGISTER			938.80	

CYBL -CYPRESS BLUF' DLAUGHLIN

Attendance Sheet

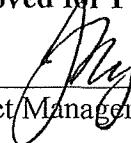
District Name: Cypress Bluff CDD

Board Meeting Date: February 6, 2019

	Name	In Attendance	Fee
1	Richard Ray <i>Chairperson</i>	<input checked="" type="checkbox"/>	YES-\$200
2	John Hewins <i>Assistant Secretary</i>	<input checked="" type="checkbox"/>	YES - \$200
3	John Holmes <i>Vice Chairman</i>	<input checked="" type="checkbox"/>	YES - \$200
4	Steve Grossman <i>Assistant Secretary</i>	<input checked="" type="checkbox"/>	YES - \$200
5	Chris Price <i>Assistant Secretary</i>	<input checked="" type="checkbox"/>	YES - \$200

The Supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:



District Manager Signature

2/6/19

Date

PLEASE RETURN COMPLETED FORM TO HANNAH SMITH

CHECK #	EMP #	EMPLOYEE NAME	CHECK AMOUNT	CHECK DATE
50031	5	JOHN L HOLMES III	184.70	3/01/2019
50032	2	JOHN S HEWINS JR	184.70	3/01/2019
50033	1	RICHARD T RAY	184.70	3/01/2019
50034	4	STEVE GROSSMAN	200.00	3/01/2019
TOTAL FOR REGISTER			754.10	

CYBL -CYPRESS BLUF' DLAUGHLIN

Attendance Sheet

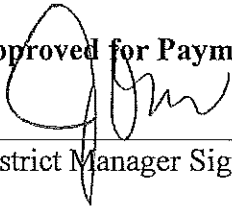
District Name: Cypress Bluff CDD

Board Meeting Date: February 26, 2019

	Name	In Attendance	Fee
1	Richard Ray <i>Chairperson</i>	<input checked="" type="checkbox"/>	YES-\$200
2	John Hewins <i>Assistant Secretary</i>	<input checked="" type="checkbox"/>	YES - \$200
3	John Holmes <i>Vice Chairman</i>	<input checked="" type="checkbox"/>	YES - \$200
4	Steve Grossman <i>Assistant Secretary</i>	<input checked="" type="checkbox"/>	YES - \$200
5	Chris Price <i>Assistant Secretary</i>	<input type="checkbox"/>	YES - \$200

The Supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:


District Manager Signature

2/26/2019
Date

PLEASE RETURN COMPLETED FORM TO HANNAH SMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/22/19	00006	12/06/18 189076	201811 310-51300-31100 NOV SERVICES WA #1	ENGLAND, THIMS & MILLER, INC.	*	410.56	410.56 000026
3/22/19	00006	1/11/19 189406	201812 310-51300-31100 MASTER IMPROVEMENT PLAN	ENGLAND, THIMS & MILLER, INC.	*	2,253.50	2,253.50 000027
3/22/19	00006	1/11/19 189407	201812 310-51300-31100 DEC SERVICES WA#3	ENGLAND, THIMS & MILLER, INC.	*	970.00	970.00 000028
3/22/19	00005	10/01/18 6	201810 310-51300-34000 OCT MANAGEMENT FEES		*	3,750.00	
		10/01/18 6	201810 310-51300-35200 OCT INFORMATION TECH		*	100.00	
		10/01/18 6	201810 310-51300-42500 COPIES		*	527.25	
		10/01/18 6	201810 310-51300-48000 DAILY RECORD ADS		*	721.51	
			GOVERNMENTAL MANAGEMENT SERVICES				5,098.76 000029
3/22/19	00005	11/01/18 7	201811 310-51300-34000 NOV MANAGEMENT FEES		*	3,750.00	
		11/01/18 7	201811 310-51300-35200 NOV INFORMATION TECH		*	100.00	
		11/01/18 7	201811 310-51300-42500 COPIES		*	250.05	
			GOVERNMENTAL MANAGEMENT SERVICES				4,100.05 000030
3/22/19	00005	1/01/19 9	201901 310-51300-34000 JAN MANAGEMENT FEES		*	3,750.00	
		1/01/19 9	201901 310-51300-35200 JAN INFORMATION TECH		*	100.00	
		1/01/19 9	201901 310-51300-42500 COPIES		*	56.85	
			GOVERNMENTAL MANAGEMENT SERVICES				3,906.85 000031
3/22/19	00005	12/01/18 8	201812 310-51300-34000 DEC MANAGEMENT FEES		*	3,750.00	
		12/01/18 8	201812 310-51300-35200 DEC INFORMATION TECH		*	100.00	
		12/01/18 8	201812 310-51300-42500 COPIES		*	.16	
			GOVERNMENTAL MANAGEMENT SERVICES				3,850.16 000032

CYBL -CYPRESS BLUF' HSMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
3/22/19	00005	2/01/19 10	201902 310-51300-34000		*	3,750.00	
			FEB MANAGEMENT FEES				
		2/01/19 10	201902 310-51300-35200		*	100.00	
			FEB INFORMATION TECH				
		2/01/19 10	201902 310-51300-42500		*	265.95	
			COPIES				
			GOVERNMENTAL MANAGEMENT SERVICES				4,115.95 000033
3/22/19	00005	3/01/19 12	201903 310-51300-34000		*	3,750.00	
			MAR MANAGEMENT FEES				
		3/01/19 12	201903 310-51300-35200		*	100.00	
			MAR INFORMATION TECH				
		3/01/19 12	201903 310-51300-31300		*	291.67	
			MAR DISSEMINATION SERVICE				
		3/01/19 12	201903 310-51300-42500		*	351.60	
			COPIES				
			GOVERNMENTAL MANAGEMENT SERVICES				4,493.27 000034
3/22/19	00005	9/04/18 5	201809 310-51300-34000		*	3,750.00	
			SEP MANAGEMENT FEES				
		9/04/18 5	201809 310-51300-48000		*	2,775.95	
			DAILY RECORD ADS				
		9/04/18 5	201809 310-51300-42500		*	270.15	
			COPIES				
			GOVERNMENTAL MANAGEMENT SERVICES				6,796.10 000035
3/22/19	00007	11/30/18 104183	201810 310-51300-31500		*	3,801.05	
			OCT GENERAL COUNSEL				
			HOPPING GREEN & SAMS				3,801.05 000036
3/22/19	00007	12/28/18 104717	201811 310-51300-31500		*	388.09	
			NOV GENERAL COUNSEL				
			HOPPING GREEN & SAMS				388.09 000037
3/22/19	00007	2/28/19 105969	201901 310-51300-31500		*	1,814.03	
			JAN GENERAL COUNSEL				
			HOPPING GREEN & SAMS				1,814.03 000038
3/22/19	00007	1/31/19 105324	201812 310-51300-31500		*	602.28	
			DEC GENERAL COUNSEL				
			HOPPING GREEN & SAMS				602.28 000039
3/22/19	00007	10/31/18 103666	201809 310-51300-31500		*	2,602.50	
			SEP GENERAL COUNSEL				
			HOPPING GREEN & SAMS				2,602.50 000040

CYBL -CYPRESS BLUF' HSMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/22/19	00002	2/19/19 19-01748	201902 310-51300-48000	NOTICE OF MEETING 2/26/19	*	88.13	
				JACKSONVILLE DAILY RECORD			88.13 000041
3/22/19	00002	3/19/19 19-02630	201903 310-51300-48000	NOTICE OF MEETING 3/26/19	*	94.75	
				JACKSONVILLE DAILY RECORD			94.75 000042
TOTAL FOR BANK A						45,386.03	
TOTAL FOR REGISTER						45,386.03	

CYBL -CYPRESS BLUF' HSMITH



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JAN 15 2019

BY:

Cypress Bluff Community Development District c/o
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092

December 6, 2018

Project No: 13102.26000

Invoice No: 0189076

Project 13102.26000 Cypress Bluff CDD-Interim District Engineer (WA#1)
Services this month include:

1-31-513-311
6

1. Attendance at bond validation hearing

Brad W.

Professional Services rendered through November 30, 2018

Professional Personnel

		Hours	Rate	Amount
Senior Engineer				
Weeber, Bradley	11/3/2018	2.00	194.00	388.00
Totals		2.00		388.00
Total Labor				388.00

Expenses

Mileage				19.62
Total Expenses		1.15 times	19.62	22.56

Invoice Total this Period \$410.56

Outstanding Invoices

Number	Date	Balance
0187933	7/31/2018	1,390.50
0188153	8/31/2018	873.00
0188540	9/30/2018	388.00
0188745	10/31/2018	788.54
Total		3,440.04

Total Now Due \$3,850.60

England-Thim & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32256 • tel 904-642-6990 • fax 904-648-9485
CA-00002584 LC-0000318



Cypress Bluff Community Development District c/o
 Governmental Management Services
 475 West Town Place, Suite 114
 St. Augustine, FL 32092

January 11, 2019
 Project No: 13102.26001
 Invoice No: 0189406

Project 13102.26001 Cypress Bluff CDD- Updating Master Improvement Plan and
 Preparation of the Supplemental Engineer's Report for Bond Issuance
 #1 1-31-513-311

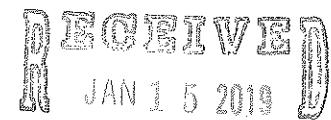
Services this month include:

1. Creating and revising supplemental engineers report for the 2019 bonds.

Brad W.

Professional Services rendered through December 31, 2018

Professional Personnel



BY:

		Hours	Rate	Amount
Senior Engineer				
Weeber, Bradley	10/6/2018	1.00	194.00	194.00
Weeber, Bradley	12/8/2018	2.00	194.00	388.00
Weeber, Bradley	12/15/2018	2.00	194.00	388.00
Engineer				
Welch, Daniel	12/8/2018	.75	151.00	113.25
Welch, Daniel	12/15/2018	4.75	151.00	717.25
Welch, Daniel	12/22/2018	3.00	151.00	453.00
Totals		13.50		2,253.50
Total Labor				2,253.50

Invoice Total this Period \$2,253.50

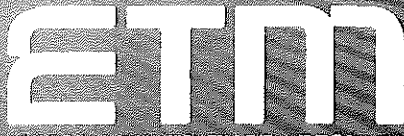
Outstanding Invoices

Number	Date	Balance
0187962	7/31/2018	485.00
0188188	8/31/2018	4,179.90
0188539	9/30/2018	97.00
Total		4,761.90

Total Now Due \$7,015.40

England-Thimms & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32256 • tel 904-642-8990 • fax 904-646-9485
 CA-00002884 LC-0000316



VISION • EXPERIENCE • RESULTS

Jim Perry
Cypress Bluff Community Development District c/o
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092

January 11, 2019

Project No: 13102.26002

Invoice No: 0189407

Project 13102.26002 Cypress Bluff CDD-District Engineer (WA#3)
Services this month include:

~~1-31-513-311~~
6

1. Coordination with GMS and MBS.

Professional Services rendered through December 31, 2018

Professional Personnel

		Hours	Rate	Amount
Senior Engineer				
Weeber, Bradley	12/22/2018	5.00	194.00	970.00
Totals		5.00		970.00
Total Labor				970.00
Invoice Total this Period				\$970.00

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JAN 15 2019

BY:

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32226 • Tel 904-842-8990 • Fax 904-848-9485
CA-00002584 LC-0000316

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 6
Invoice Date: 10/1/18
Due Date: 10/1/18
Case:
P.O. Number:

Bill To:

Cypress Bluff CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

RECEIVED
OCT 04 2018

BY:

Description	Hours/Qty	Rate	Amount
Management Fees - October 2018 1-31-513-34		3,750.00	3,750.00
Information Technology - October 2018 1-31-513-352		100.00	100.00
Copies 1-31-513-425		527.25	527.25
Jacksonville Daily Record Ads 1-31-513-48		721.51	721.51
5			
Total			\$5,098.76
Payments/Credits			\$0.00
Balance Due			\$5,098.76

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 7

Invoice Date: 11/1/18

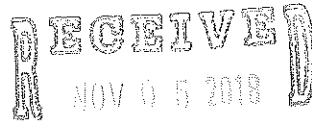
Due Date: 11/1/18

Case:

P.O. Number:

Bill To:

Cypress Bluff CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092



BY:

Description	Hours/Qty	Rate	Amount
Management Fees - November 2018 1.31.513.34		3,750.00	3,750.00
Information Technology - November 2018 1.31.513.352		100.00	100.00
Copies 1.31.513.425 5		250.05	250.05

Total	\$4,100.05
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Payments/Credits	\$0.00
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Balance Due	\$4,100.05
--------------------	-------------------

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 9

Invoice Date: 1/1/19

Due Date: 1/1/19

Case:

P.O. Number:

Bill To:

Cypress Bluff CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

**BY:**

Description	Hours/Qty	Rate	Amount
Management Fees - January 2019 1-31-513-34		3,750.00	3,750.00
Information Technology - January 2019 1-31-513-352		100.00	100.00
Copies 1-31-513-425 5		56.85	56.85

Total \$3,906.85

Payments/Credits \$0.00

Balance Due \$3,906.85

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 8

Invoice Date: 12/1/18

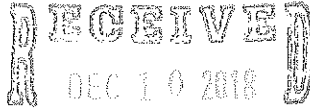
Due Date: 12/1/18

Case:

P.O. Number:

Bill To:

Cypress Bluff CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092



BY:

Description	Hours/Qty	Rate	Amount
Management Fees - December 2018 1-31-513-34		3,750.00	3,750.00
Information Technology - December 2018 1-31-513-352		100.00	100.00
Copies 1-31-513-425 5		0.16	0.16

Total	\$3,850.16
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Payments/Credits	\$0.00
------------------	--------

Balance Due	\$3,850.16
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Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 10

Invoice Date: 2/1/19

Due Date: 2/1/19

Case:

P.O. Number:

Bill To:

Cypress Bluff CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

RECEIVED
FEB 06 2019

BY:

Description	Hours/Qty	Rate	Amount
Management Fees - February 2019 1-31-513-34		3,750.00	3,750.00
Information Technology - February 2019 1-31-513-352		100.00	100.00
Copies 1-31-513-425 5		265.95	265.95

Total	\$4,115.95
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Payments/Credits	\$0.00
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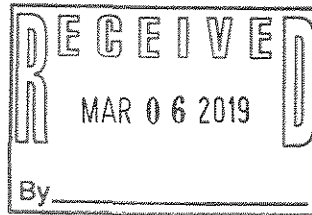
Balance Due	\$4,115.95
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Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Bill To:**

Cypress Bluff CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092



Invoice #: 12

Invoice Date: 3/1/19

Due Date: 3/1/19

Case:

P.O. Number:

Description	Hours/Qty	Rate	Amount
Management Fees - March 2019 1-31-513-34		3,750.00	3,750.00
Information Technology - March 2019 1-31-613-352-313		100.00	100.00
Dissemination Agent Services - March 2019 1-31-513-		291.67	291.67
Copies 1-31-513-425		351.60	351.60
5			

Total \$4,493.27

Payments/Credits \$0.00

Balance Due \$4,493.27

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 5
Invoice Date: 9/4/18
Due Date: 9/4/18
Case:
P.O. Number:

Bill To:

Cypress Bluff CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - September 2018 1-31-513-34		3,750.00	3,750.00
Jacksonville Daily Record Ads 1-31-513-48		2,775.95	2,775.95
Copies 1-31-513-425		270.15	270.15
5			
Total			\$6,796.10
Payments/Credits			\$0.00
Balance Due			\$6,796.10

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

November 30, 2018

Cypress Bluff CDD
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 104183
Billed through 10/31/2018

RECEIVED
DEC 10 2018

1.31.513.315
7

General Counsel
CBCDD 00001 KSB

BY:

FOR PROFESSIONAL SERVICES RENDERED

10/04/18	MKR	Prepare master agreement with VGlobalTech.	1.30 hrs
10/05/18	KSB	Review meeting minutes.	0.40 hrs
10/09/18	MKR	Review preliminary agenda.	0.10 hrs
10/16/18	MKR	Prepare fiscal year 2018-2019 appropriation resolution.	0.80 hrs
10/18/18	KEM	Prepare engineering and architecture services agreements.	1.50 hrs
10/19/18	KSB	Revise landowner funding agreements.	1.20 hrs
10/22/18	KSB	Confer with developer; prepare resolution authorization direct conveyance of improvements to other local governments; prepare form of engineering services agreements; prepare form of budget funding agreement.	2.80 hrs
10/23/18	KSB	Prepare for and attend meeting regarding turnover of improvements; prepare for and attend board meeting.	6.00 hrs
10/24/18	KSB	Perform meeting follow up.	0.50 hrs
10/29/18	KEM	Review special district invoice fee form.	0.10 hrs
Total fees for this matter			\$3,692.50

DISBURSEMENTS

Travel	72.11
Travel - Meals	9.24
Total disbursements for this matter	\$81.35

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	1.60 hrs	125 /hr	\$200.00
Buchanan, Katie S.	10.90 hrs	275 /hr	\$2,997.50
Rigoni, Michelle K.	2.20 hrs	225 /hr	\$495.00

=====

TOTAL FEES	\$3,692.50
TOTAL DISBURSEMENTS	\$81.35
INTEREST CHARGE ON PAST DUE BALANCE	\$27.20
TOTAL CHARGES FOR THIS MATTER	\$3,801.05

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	1.60 hrs	125 /hr	\$200.00
Buchanan, Katie S.	10.90 hrs	275 /hr	\$2,997.50
Rigoni, Michelle K.	2.20 hrs	225 /hr	\$495.00

TOTAL FEES	\$3,692.50
TOTAL DISBURSEMENTS	\$81.35
INTEREST CHARGE ON PAST DUE BALANCE	\$27.20
TOTAL CHARGES FOR THIS BILL	\$3,801.05

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

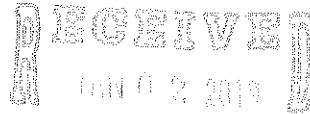
119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

December 28, 2018

Cypress Bluff CDD
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 104717
Billed through 11/30/2018



General Counsel
CBCDD 00001 KSB

BY: [Signature]

1-31-513-315
7

FOR PROFESSIONAL SERVICES RENDERED

11/08/18	KSB	Update form of funding agreements; perform meeting follow up.	0.80 hrs
11/08/18	KEM	Prepare developer funding agreements.	0.10 hrs
11/13/18	KSB	Review tentative agenda and confer with district manager regarding same; finalize operation and maintenance funding agreements; confer with Weeber regarding meeting follow up.	0.30 hrs
Total fees for this matter			\$315.00

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.10 hrs	125 /hr	\$12.50
Buchanan, Katie S.	1.10 hrs	275 /hr	\$302.50

TOTAL FEES	\$315.00
INTEREST CHARGE ON PAST DUE BALANCE	\$73.09

TOTAL CHARGES FOR THIS MATTER \$388.09

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	0.10 hrs	125 /hr	\$12.50
Buchanan, Katie S.	1.10 hrs	275 /hr	\$302.50

TOTAL FEES	\$315.00
INTEREST CHARGE ON PAST DUE BALANCE	\$73.09

TOTAL CHARGES FOR THIS BILL \$388.09

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

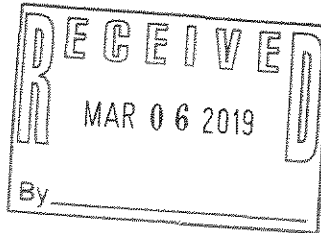
119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

February 28, 2019

Cypress Bluff CDD
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 105969
Billed through 01/31/2019



1-31-513-315
7

General Counsel
CBCDD 00001 KSB

FOR PROFESSIONAL SERVICES RENDERED

01/02/19	KSB	Confer with district manager regarding tentative agenda; review indenture.	0.40 hrs
01/03/19	KSB	Review amenity center deed; review status of annual fee payment; finalize resolution authorizing direct conveyance of improvements.	1.60 hrs
01/04/19	KSB	Confer with chairman and district manager regarding board meeting.	0.30 hrs
01/09/19	KSB	Prepare for and attend board meeting.	1.20 hrs
01/11/19	KEM	Review and organize files; confer with district manager.	0.30 hrs
01/15/19	KSB	Prepare project administration agreement; confer with Cummings and R. Ray.	1.50 hrs
01/22/19	JEM	Review form of deed of dedication; research effect of deed of dedication.	0.70 hrs
01/28/19	KSB	Confer with Dudley regarding potential neighborhood bonds.	0.50 hrs
Total fees for this matter			\$1,788.00

MATTER SUMMARY

Merritt, Jason E.	0.70 hrs	340 /hr	\$238.00
Ibarra, Katherine E. - Paralegal	0.30 hrs	125 /hr	\$37.50
Buchanan, Katie S.	5.50 hrs	275 /hr	\$1,512.50

TOTAL FEES	\$1,788.00
INTEREST CHARGE ON PAST DUE BALANCE	\$26.03

TOTAL CHARGES FOR THIS MATTER	\$1,814.03
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BILLING SUMMARY

Merritt, Jason E.	0.70 hrs	340 /hr	\$238.00
Ibarra, Katherine E. - Paralegal	0.30 hrs	125 /hr	\$37.50

Buchanan, Katie S.	5.50 hrs	275 /hr	\$1,512.50
TOTAL FEES			\$1,788.00
INTEREST CHARGE ON PAST DUE BALANCE			\$26.03
TOTAL CHARGES FOR THIS BILL			\$1,814.03

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

January 31, 2019

Cypress Bluff CDD
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 105324
Billed through 12/31/2018

General Counsel
CBCDD 00001 KSB

1-31-513-315
7

RECEIVED
FEB 01 2019

BY:

FOR PROFESSIONAL SERVICES RENDERED

12/06/18	KSB	Update dedication resolution.	0.50 hrs
12/07/18	KSB	Review agenda items with district manager.	0.30 hrs
12/14/18	KSB	Confer with D. Ray.	0.30 hrs
12/17/18	KSB	Confer with Dyal regarding conveyance of amenity center; confer with manager.	0.20 hrs
12/19/18	KSB	Confer with builder regarding neighborhood bond issuance.	0.50 hrs
Total fees for this matter			\$495.00

MATTER SUMMARY

Buchanan, Katie S.	1.80 hrs	275 /hr	\$495.00
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TOTAL FEES	\$495.00
INTEREST CHARGE ON PAST DUE BALANCE	\$107.28

TOTAL CHARGES FOR THIS MATTER	\$602.28
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BILLING SUMMARY

Buchanan, Katie S.	1.80 hrs	275 /hr	\$495.00
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TOTAL FEES	\$495.00
INTEREST CHARGE ON PAST DUE BALANCE	\$107.28

TOTAL CHARGES FOR THIS BILL	\$602.28
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Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

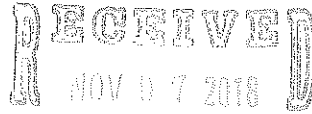
119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

October 31, 2018

Cypress Bluff CDD
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 103666
Billed through 09/30/2018



1,31,513.315
7

General Counsel

CBCDD 00001 KSB

BY:

FOR PROFESSIONAL SERVICES RENDERED

09/09/18	KSB	Prepare developer funding agreement.	0.50 hrs
09/10/18	KSB	Continue to review funding agreement; confer with D. Ray.	0.80 hrs
09/14/18	KEM	Prepare developer funding agreements.	0.80 hrs
09/17/18	KSB	Confer with Artin; follow up with developer regarding status of construction contract and turnover to City of Jacksonville and JEA.	0.90 hrs
09/18/18	KSB	Continue to review turnover process; confer with proposed district engineer.	1.20 hrs
09/20/18	KSB	Confer with Artin regarding turnover process.	0.40 hrs
09/25/18	KSB	Review agenda; prepare for and attend board meeting; confer with chairman; confer with Lucas; review proposed turnover process; confer with bond counsel.	3.30 hrs
09/26/18	KSB	Confer with Artin; confer with R. Ray; confer with Perry regarding funding agreements.	1.20 hrs
09/27/18	KSB	Confer with Artin; confer with R. Ray.	0.80 hrs
Total fees for this matter			\$2,602.50

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.80 hrs	125 /hr	\$100.00
Buchanan, Katie S.	9.10 hrs	275 /hr	\$2,502.50

TOTAL FEES \$2,602.50

TOTAL CHARGES FOR THIS MATTER **\$2,602.50**

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	0.80 hrs	125 /hr	\$100.00
Buchanan, Katie S.	9.10 hrs	275 /hr	\$2,502.50

TOTAL FEES	\$2,602.50
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TOTAL CHARGES FOR THIS BILL	\$2,602.50
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Please include the bill number on your check.

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

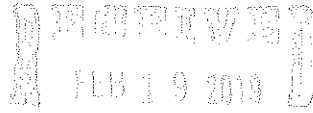
10 N. Newnan Street
P.O. Box 1769
Jacksonville, FL 32201
(904) 356-2466

INVOICE

February 19, 2019

Date

Attn: Courtney Hogge
GMS, LLC
475 WEST TOWN PLACE, STE 114
SAINT AUGUSTINE FL 32092



BY:

1.31.513.48
2

Payment Due Upon Receipt

Serial #	19-01748D	PO/File #		\$88.13
Notice of Meeting of the Board of Supervisors				Amount Due
				Amount Paid
Cypress Bluff Community Development District				\$88.13
				Payment Due
Case Number				
Publication Dates	2/19			

*Payment is due before the
Proof of Publication is
released.*

Your notice can be found on the world wide web at www.jaxdailyrecord.com

TERMS: Net 30 days. Past due amounts will be charged a finance charge of 1.5% per month.

**NOTICE OF MEETING OF
THE BOARD OF
SUPERVISORS OF THE
CYPRESS BLUFF
COMMUNITY
DEVELOPMENT DISTRICT**

The Board of Supervisors ("Board") of the Cypress Bluff Community Development District will hold a meeting on Tuesday, February 26, 2019 at 1:30 p.m. at the Duval County Southeast Regional Library, 10599 Deerwood Park Boulevard, Jacksonville, Florida 32256. A copy of the agenda may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, Ph: (904) 940-5850 ("District Manager's Office").

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at meeting. There may be occasions when Board Supervisors or District Staff will participate by speaker telephone.

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

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

James Perry
District Manager

Feb. 19 00(19-01748D)

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

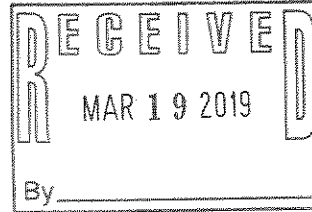
10 N. Newnan Street
P.O. Box 1769
Jacksonville, FL 32201
(904) 356-2466

INVOICE

March 19, 2019

Date

Attn: Courtney Hogge
GMS, LLC
475 WEST TOWN PLACE, STE 114
SAINT AUGUSTINE FL 32092



1.31.513.48
2

Payment Due Upon Receipt

Serial #	19-02630D	PO/File #		\$94.75
				Amount Due
Notice of Audit Committee Meeting and Regular Meeting of the Board of Supervisors				
				Amount Paid
Cypress Bluff Community Development District				\$94.75
				Payment Due
Case Number				
Publication Dates	3/19			

*Payment is due before the
Proof of Publication is
released.*

Your notice can be found on the world wide web at www.jaxdailyrecord.com

TERMS: Net 30 days. Past due amounts will be charged a finance charge of 1.5% per month.

**NOTICE OF AUDIT
COMMITTEE MEETING AND
REGULAR MEETING OF THE
BOARD OF SUPERVISORS OF
THE CYPRESS BLUFF
COMMUNITY
DEVELOPMENT DISTRICT**

The Board of Supervisors ("Board") of the Cypress Bluff Community Development District will hold a regular meeting on Tuesday, March 26, 2019 at 1:30 p.m. at the Duval County Southeast Regional Library, 10599 Deerwood Park Boulevard, Jacksonville, Florida 32256. Immediately prior to the regular meeting will be an audit committee meeting for the purpose of determining auditor selection evaluation criteria. Copies of the agendas may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, Ph: (904) 940-5850 ("District Manager's Office").

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. The meetings may be continued to a date, time, and place to be specified on the record at meetings. There may be occasions when Board Supervisors or District Staff will participate by speaker telephone.

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

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

James Perry
District Manager

Mar. 19 00(19-02630D)

C.

Cypress Bluff Community Development District

Funding Request #4
March 19, 2019

Vendor	Amount
1 Governmental Management Services LLC	
February Management Invoice #10 2/1/19	\$ 4,115.95
March Management Invoice #12 3/1/19	\$ 4,493.27
April Management Invoice #13 4/1/19	\$ 4,188.92
2 Hopping Green	
December General Counsel Invoice #105324 1/31/19	\$ 602.28
January General Counsel Invoice #105969 2/28/19	\$ 1,814.03
Feb General Counsel Invoice #106444 3/29/19	\$ 3,810.52
3 Jacksonville Daily Record	
Notice of Meeting 2/26/19 Invoice# 19-01748D 2/19/19	\$ 88.13
Notice of Meeting 3/26/19 Invoice# 19-02630D 3/19/19	\$ 94.75
4 PARC Group, Inc	
Quarter 4, 2018 Fee	\$ 1,000.00
Quarter 1, 2019 Fee	\$ 1,000.00
Total	\$21,207.85

Please Make Checks Payable to:

Wiring Instructions:

RBK: Wells Fargo, N.A.

ABA: 121000248

ACCT: 4502200611

ACCT NAME: CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT

Signature: _____
Chairman/Vice Chairman

Signature: _____
Secretary/Asst. Secretary

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 10

Invoice Date: 2/1/19

Due Date: 2/1/19

Case:

P.O. Number:

Bill To:

Cypress Bluff CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

RECEIVED
FEB 06 2019

BY:

Description	Hours/Qty	Rate	Amount
Management Fees - February 2019 1-31-513-34		3,750.00	3,750.00
Information Technology - February 2019 1-31-513-352		100.00	100.00
Copies 1-31-513-425 5		265.95	265.95

Total	\$4,115.95
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Payments/Credits	\$0.00
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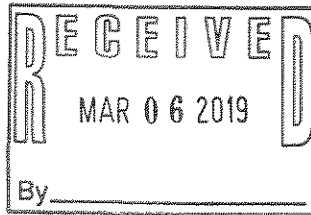
Balance Due	\$4,115.95
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Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Bill To:**

Cypress Bluff CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092



Invoice #: 12

Invoice Date: 3/1/19

Due Date: 3/1/19

Case:

P.O. Number:

Description	Hours/Qty	Rate	Amount
Management Fees - March 2019 1-31-513-34		3,750.00	3,750.00
Information Technology - March 2019 1-31-613-352-313		100.00	100.00
Dissemination Agent Services - March 2019 1-31-513-		291.67	291.67
Copies 1-31-513-425 5		351.60	351.60

Total \$4,493.27

Payments/Credits \$0.00

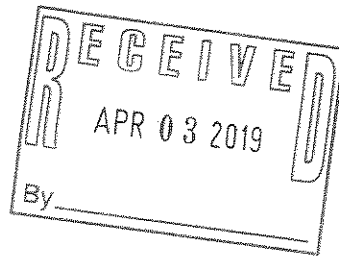
Balance Due \$4,493.27

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Bill To:**

Cypress Bluff CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092



Invoice #: 13

Invoice Date: 4/1/19

Due Date: 4/1/19

Case:

P.O. Number:

Description	Hours/Qty	Rate	Amount
Management Fees - April 2019		3,750.00	3,750.00
Information Technology - April 2019		100.00	100.00
Dissemination Agent Services - April 2019		291.67	291.67
Copies		47.25	47.25

Total	\$4,188.92
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Payments/Credits	\$0.00
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Balance Due	\$4,188.92
--------------------	-------------------

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300

P.O. Box 6526

Tallahassee, FL 32314

850.222.7500

STATEMENT

January 31, 2019

Cypress Bluff CDD
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 105324
Billed through 12/31/2018

General Counsel
CBCDD 00001 KSB

1-31-513-315
7

RECEIVED
FEB 01 2019

BY:

FOR PROFESSIONAL SERVICES RENDERED

12/06/18	KSB	Update dedication resolution.	0.50 hrs
12/07/18	KSB	Review agenda items with district manager.	0.30 hrs
12/14/18	KSB	Confer with D. Ray.	0.30 hrs
12/17/18	KSB	Confer with Dyal regarding conveyance of amenity center; confer with manager.	0.20 hrs
12/19/18	KSB	Confer with builder regarding neighborhood bond issuance.	0.50 hrs
Total fees for this matter			\$495.00

MATTER SUMMARY

Buchanan, Katie S.	1.80 hrs	275 /hr	\$495.00
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TOTAL FEES	\$495.00
INTEREST CHARGE ON PAST DUE BALANCE	\$107.28

TOTAL CHARGES FOR THIS MATTER	\$602.28
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BILLING SUMMARY

Buchanan, Katie S.	1.80 hrs	275 /hr	\$495.00
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TOTAL FEES	\$495.00
INTEREST CHARGE ON PAST DUE BALANCE	\$107.28

TOTAL CHARGES FOR THIS BILL	\$602.28
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Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

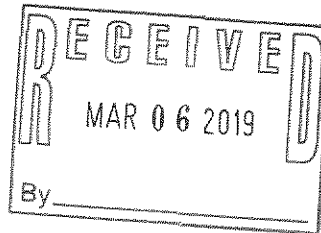
119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

February 28, 2019

Cypress Bluff CDD
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 105969
Billed through 01/31/2019



1-31-513-315
7

General Counsel

CBCDD 00001 KSB

FOR PROFESSIONAL SERVICES RENDERED

01/02/19	KSB	Confer with district manager regarding tentative agenda; review indenture.	0.40 hrs
01/03/19	KSB	Review amenity center deed; review status of annual fee payment; finalize resolution authorizing direct conveyance of improvements.	1.60 hrs
01/04/19	KSB	Confer with chairman and district manager regarding board meeting.	0.30 hrs
01/09/19	KSB	Prepare for and attend board meeting.	1.20 hrs
01/11/19	KEM	Review and organize files; confer with district manager.	0.30 hrs
01/15/19	KSB	Prepare project administration agreement; confer with Cummings and R. Ray.	1.50 hrs
01/22/19	JEM	Review form of deed of dedication; research effect of deed of dedication.	0.70 hrs
01/28/19	KSB	Confer with Dudley regarding potential neighborhood bonds.	0.50 hrs
Total fees for this matter			\$1,788.00

MATTER SUMMARY

Merritt, Jason E.	0.70 hrs	340 /hr	\$238.00
Ibarra, Katherine E. - Paralegal	0.30 hrs	125 /hr	\$37.50
Buchanan, Katie S.	5.50 hrs	275 /hr	\$1,512.50

TOTAL FEES	\$1,788.00
INTEREST CHARGE ON PAST DUE BALANCE	\$26.03

TOTAL CHARGES FOR THIS MATTER **\$1,814.03**

BILLING SUMMARY

Merritt, Jason E.	0.70 hrs	340 /hr	\$238.00
Ibarra, Katherine E. - Paralegal	0.30 hrs	125 /hr	\$37.50

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Buchanan, Katie S.	5.50 hrs	275 /hr	\$1,512.50
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TOTAL FEES	\$1,788.00
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INTEREST CHARGE ON PAST DUE BALANCE	\$26.03
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TOTAL CHARGES FOR THIS BILL	\$1,814.03
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Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

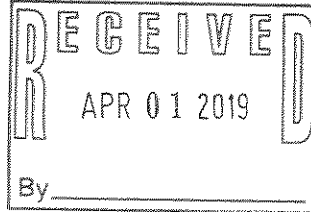
119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

March 29, 2019

Cypress Bluff CDD
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 106444
Billed through 02/28/2019



General Counsel

CBCDD 00001 KSB

FOR PROFESSIONAL SERVICES RENDERED

02/06/19	KSB	Prepare for, travel to and from, and attend board meeting.	3.50 hrs
02/07/19	KSB	Confer with Grandin regarding recreation powers; prepare submittal; perform meeting follow up.	1.80 hrs
02/12/19	KSB	Review tentative agenda and confer with district manager regarding same.	0.50 hrs
02/12/19	KEM	Confer with district manager regarding agenda items.	0.10 hrs
02/13/19	KEM	Prepare disclosure to buyers, resolution ratifying sale of bonds and disclosure of public financing.	1.60 hrs
02/14/19	KSB	Confer with J. Perry regarding developer funding.	0.50 hrs
02/15/19	KSB	Review meeting minutes.	0.40 hrs
02/19/19	KEM	Confer with developer counsel regarding landowner certificate.	0.10 hrs
02/20/19	KEM	Research assessment resolutions; confer with Dyal.	0.20 hrs
02/26/19	SSW	Prepare for and attend board meeting by phone.	0.60 hrs
Total fees for this matter			\$2,242.50

DISBURSEMENTS

Travel	117.36
Travel - Meals	4.27
Legal Advertisement	459.13
Recording Fees	923.50
Total disbursements for this matter	\$1,504.26

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	2.00 hrs	125 /hr	\$250.00
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Buchanan, Katie S.	6.70 hrs	275 /hr	\$1,842.50
Warren, Sarah S.	0.60 hrs	250 /hr	\$150.00

TOTAL FEES	\$2,242.50
TOTAL DISBURSEMENTS	\$1,504.26
INTEREST CHARGE ON PAST DUE BALANCE	\$63.76

TOTAL CHARGES FOR THIS MATTER	\$3,810.52
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BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	2.00 hrs	125 /hr	\$250.00
Buchanan, Katie S.	6.70 hrs	275 /hr	\$1,842.50
Warren, Sarah S.	0.60 hrs	250 /hr	\$150.00

TOTAL FEES	\$2,242.50
TOTAL DISBURSEMENTS	\$1,504.26
INTEREST CHARGE ON PAST DUE BALANCE	\$63.76

TOTAL CHARGES FOR THIS BILL	\$3,810.52
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Please include the bill number on your check.

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

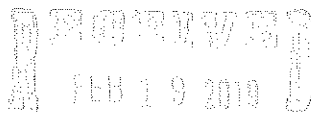
10 N. Newnan Street
P.O. Box 1769
Jacksonville, FL 32201
(904) 356-2466

INVOICE

February 19, 2019

Date

Attn: Courtney Hogge
GMS, LLC
475 WEST TOWN PLACE, STE 114
SAINT AUGUSTINE FL 32092



DT:

1.31.513.48
2

Payment Due Upon Receipt

Serial #	19-01748D	PO/File #		\$88.13
Notice of Meeting of the Board of Supervisors				Amount Due
				Amount Paid
Cypress Bluff Community Development District				\$88.13
				Payment Due
Case Number				
Publication Dates	2/19			

*Payment is due before the
Proof of Publication is
released.*

Your notice can be found on the world wide web at www.jaxdailyrecord.com

TERMS: Net 30 days. Past due amounts will be charged a finance charge of 1.5% per month.

**NOTICE OF MEETING OF
THE BOARD OF
SUPERVISORS OF THE
CYPRESS BLUFF
COMMUNITY
DEVELOPMENT DISTRICT**

The Board of Supervisors ("Board") of the Cypress Bluff Community Development District will hold a meeting on Tuesday, February 26, 2019 at 1:30 p.m. at the Duval County Southeast Regional Library, 10599 Deerwood Park Boulevard, Jacksonville, Florida 32256. A copy of the agenda may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, Ph: (904) 940-5850 ("District Manager's Office").

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at meeting. There may be occasions when Board Supervisors or District Staff will participate by speaker telephone.

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

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

James Perry
District Manager

Feb. 19 00 (19-01748D)

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

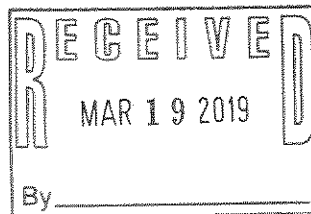
10 N. Newnan Street
P.O. Box 1769
Jacksonville, FL 32201
(904) 356-2466

INVOICE

March 19, 2019

Date

Attn: Courtney Hogge
GMS, LLC
475 WEST TOWN PLACE, STE 114
SAINT AUGUSTINE FL 32092



1.31.513.48
2

Payment Due Upon Receipt

Serial #	19-02630D	PO/File #		\$94.75
				Amount Due
Notice of Audit Committee Meeting and Regular Meeting of the Board of Supervisors				
				Amount Paid
Cypress Bluff Community Development District				\$94.75
				Payment Due
Case Number				
Publication Dates	3/19			

*Payment is due before the
Proof of Publication is
released.*

Your notice can be found on the world wide web at www.jaxdailyrecord.com

TERMS: Net 30 days. Past due amounts will be charged a finance charge of 1.5% per month.

**NOTICE OF AUDIT
COMMITTEE MEETING AND
REGULAR MEETING OF THE
BOARD OF SUPERVISORS OF
THE CYPRESS BLUFF
COMMUNITY
DEVELOPMENT DISTRICT**

The Board of Supervisors ("Board") of the Cypress Bluff Community Development District will hold a regular meeting on Tuesday, March 26, 2019 at 1:30 p.m. at the Duval County Southeast Regional Library, 10599 Deerwood Park Boulevard, Jacksonville, Florida 32256. Immediately prior to the regular meeting will be an audit committee meeting for the purpose of determining auditor selection evaluation criteria. Copies of the agendas may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, Ph: (904) 940-5850 ("District Manager's Office").

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. The meetings may be continued to a date, time, and place to be specified on the record at meetings. There may be occasions when Board Supervisors or District Staff will participate by speaker telephone.

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

James Perry
District Manager

Mar. 19 00 (19-02630D)