

*Cypress Bluff  
Community Development District*

*September 24, 2019*

## *AGENDA*

*Cypress Bluff  
Community Development District  
Revised Agenda*

Tuesday  
September 24, 2019  
1:30 p.m.

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

- I. Call to Order
- II. Public Comment
- III. Approval of the Minutes of the August 27, 2019 Meeting
- IV. Ratification of Agreement with Carlton Construction for Construction Manager at Risk Services
- V. Discussion of Series 2020 Bonds Process
- VI. Consideration of Resolution 2019-11, Designating a Public Hearing Date for the Purpose of Adopting Policies and Rates Regarding District Amenity Facilities
- VII. Consideration of Resolution 2019-12, Adopting and Amended and Restated Engineer's Report
- VIII. Consideration of Investment Banking Agreement with MBS Capital Markets, LLC
- IX. Consideration of Amendment to Improvement Plan
- X. Staff Reports
  - A. District Counsel
  - B. District Engineer
    - 1. Consideration of Requisition Nos. 17-20
    - 2. Consideration of ETM Work Authorization No. 4 for FY20 Engineering Services Related to Construction Projects
  - C. District Manager
- XI. Financials Reports

A. Balance Sheet and Income Statement

B. Check Register

XII. Supervisor's Requests and Audience Comments

XIII. Next Scheduled Meeting – October 22, 2019 at 1:30 p.m. at the Duval County Southeast Regional Library

XIV. 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, August 27, 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:

John Holmes	Vice Chairman
John Hewins	Supervisor
Chris Price	Supervisor
Steve Grossman	Supervisor

Also present were:

Jim Oliver	District Manager
Katie Buchanan	District Counsel
Brad Weeber	District Engineer
Joe Muhl	Parc Group
David Ray	GMS

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Oliver called the meeting to order and called the roll.

**SECOND ORDER OF BUSINESS**

**Public Comment**

There were no audience members in attendance.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the July 23, 2019 Meeting**

There were no comments on the minutes.

On MOTION by Mr. Holmes seconded by Mr. Grossman with all in favor the minutes of the July 23, 2019 Board of Supervisors meeting were approved.
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**FOURTH ORDER OF BUSINESS**

**Ratification of Request for Qualifications for Construction Manager at Risk Services**

Ms. Buchanan stated this is the solicitation for the amenity center. We just did it between meetings so we're asking that you ratify the publication and request for proposals then the next thing we will do is go over the one proposal we received.

On MOTION by Mr. Grossman seconded by Mr. Holmes with all in favor the request for qualifications for construction manager at risk services was ratified.

#### **FIFTH ORDER OF BUSINESS**

#### **Consideration of Proposals for Construction Manager at Risk Services**

Mr. Weeber stated as per the public notice the proposals were due on August 21<sup>st</sup> by 2:00. We did only receive one proposal from Carlton Construction. I checked to make sure they met all of the basic criteria. We particularly received an acknowledge receipt of the one addendum we put out during the RFP process and all of the required items are in the proposal.

Mr. Grossman asked there's no doubt that they can do the job, right?

Mr. Weeber stated absolutely. They've done very similar jobs and I'm familiar with their work and amenity-type products are one of the things they specialize in.

On MOTION by Mr. Grossman seconded by Mr. Hewins with all in favor authorizing staff to issue an intent to award to Carlton Construction was approved.

#### **SIXTH ORDER OF BUSINESS**

#### **Public Hearing to Adopt the Budget for Fiscal Year 2020**

Mr. Oliver stated this budget was approved prior to the June 15<sup>th</sup> deadline and it has been refined over the past several months although there have not been many changes. This will be funded through a mix of developer contributions and assessments and those assessments are direct billed to the homebuilders that own these lands.

On MOTION by Mr. Hewins seconded by Mr. Holmes with all in favor the public hearing was opened.

On MOTION by Mr. Hewins seconded by Mr. Grossman with all in favor the public hearing was closed.

**A. Consideration of Resolution 2019-09, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2020**

Ms. Buchanan stated this is just a resolution adopting the proposed budget formally. It does not incorporate any changes because we did not discuss any. The blanks will be filled in to match the budget.

On MOTION by Mr. Holmes seconded by Mr. Hewins with all in favor resolution 2019-09, relating to annual appropriations and adopting the budget for Fiscal Year 2020 was approved.

**B. Consideration of Resolution 2019-10, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2020**

Ms. Buchanan stated this resolution takes the budget that you previously adopted and sets forth the lien for the operations and maintenance assessments and the collection schedule for the previously levied debt service assessments. In the second to last whereas, and also in section three, there is an error on my part and that's the inclusion of what's referred to as tax roll assessments. There will not be any assessments collected on the tax roll. This is all going to be directly collected so we will send invoices to the landowners. All references to the tax roll assessments will be removed in the final form of this resolution.

When you skip down to section three B relating to the direct bill assessments the collection schedule is set forth herein. That is that 50% will be due no later than December 1, 2019, 25% due February 1, 2020, and 25% due on May 1, 2020. This gives the district sufficient operating money to move forward in the year as well as make sure we have sufficient funds to pay our debt service on the actual bonds themselves.

On MOTION by Mr. Grossman seconded by Mr. Price with all in favor Resolution 2019-10, imposing special assessments and certifying an assessment roll for Fiscal Year 2020.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Ms. Buchanan stated we have previously authorized the boundary amendment and its first reading with the City of Jacksonville is tonight and I think the anticipated adoption of the boundary amendment will be at the end of September so those lands will come into the district.

**B. District Engineer – Consideration of Requisition Nos. 13-16**

Mr. Weeber stated we have four requisitions for Hopping, Green & Sams, Connelly & Wicker and two from Basham & Lucas. The Connelly & Wicker and Basham & Lucas requisitions relate to the amenity center. The total for all of them is \$39,198.30.

On MOTION by Mr. Hewins seconded by Mr. Holmes with all in favor requisition numbers 13-16 were approved.

**C. District Manager – Discussion of the Fiscal Year 2020 Meeting Schedule**

On MOTION by Mr. Hewins seconded by Mr. Holmes with all in favor the Fiscal Year 2020 meeting schedule was approved as presented.

**EIGHTH ORDER OF BUSINESS****Financial Reports****A. Balance Sheet and Income Statement****B. Check Register**

Mr. Oliver stated the check register totals \$61,855.48.

On MOTION by Mr. Holmes seconded by Mr. Hewins with all in favor the check register was approved.

**NINTH ORDER OF BUSINESS****Supervisors' Requests and Audience Comments**

There being none, the next item followed.

**TENTH ORDER OF BUSINESS****Next Scheduled Meeting – September 24, 2019 at 1:30 p.m. at the Duval County Southeast Regional Library**

Mr. Oliver stated the next scheduled meeting is September 24, 2019 at 1:30 p.m. at this location.

**ELEVENTH ORDER OF BUSINESS****Adjournment**

On MOTION by Mr. Holmes seconded by Mr. Hewins with all in favor the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## *FIFTH ORDER OF BUSINESS*

## *SIXTH ORDER OF BUSINESS*



## RESOLUTION 2019-11

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING POLICIES AND RATES REGARDING DISTRICT AMENITY FACILITIES.**

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

**WHEREAS**, the Board of Supervisors of the District (“Board”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*.

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

Section 1. The Board intends to adopt policies setting forth the suspension and termination of privileges relating to the use of the District’s recreation facilities and services, and to establish non-resident fees and replacement card fees related to the use of the District’s recreation facilities and services, a proposed copy of which is attached hereto as **Exhibit A**, and will hold a public hearing at a meeting of the Board to be held on \_\_\_\_\_, 2019, at \_\_\_\_ a/p.m., at \_\_\_\_\_.

Section 2. At said public hearing, the Board will consider the suspension and termination of privileges policy relating to use of the District’s recreation facilities and services as more particularly set forth in **Exhibit A**. The Board will also consider rates, fees and charges of the District as more particularly set forth in attached **Exhibit A**.

Section 3. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

Section 4. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 24<sup>TH</sup> DAY OF SEPTEMBER, 2019.**

ATTEST:

**CYPRESS BLUFF COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**EXHIBIT A:** Policy and Fees

## **EXHIBIT A**

### **SUSPENSION AND TERMINATION OF PRIVILEGES**

1. **Violations.** The privileges of a Patron to use the Amenity Facility may be suspended or terminated if the Patron engages in any of the following behavior:
  - a) Submits false information on any application for use of the Amenity Facility;
  - b) Permits the unauthorized use of an amenity pass;
  - c) Exhibits unsatisfactory behavior, deportment or appearance;
  - d) Fails to pay fees owed to the District in a proper and timely manner;
  - e) Fails to abide by any policies or rules established for the use of the Amenity Facility;
  - f) Treats the District's supervisors, staff, facility management, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner;
  - g) Damages or destroys District property; or
  - h) Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.
2. **Reporting of Violations.** For all offenses outlined in Section 1 above, the District Manager, or Facility Manager, shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or Facility Manager, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by the District Manager or Facility Manager, as the case may be.
3. **Suspension by the District Manager or Facility Manager / Appeal of Suspension.** The District Manager, or the Facility Manager, may at any time suspend a Patron's privileges to use the Amenity Facility for committing any of the violations outlined in Section 1. Such suspension shall be for a maximum period of 30 consecutive days. In determining the length of any suspension, the District Manager, or Facility Manager, shall take into account the nature of the conduct and any prior violations. A Patron subject to a suspension under this Section 3 may appeal the suspension to the Board by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to address the appeal and any violations outlined in Section 1. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.
4. **Suspension or Termination by the Board.** The District Manager, or the Facility Manager, may recommend to the Board, or the Board on its own initiative may elect to consider, a suspension or termination of a Patron's privileges for committing any of the violations outlined in Section 1. At least 15 days prior to any Board meeting where a suspension or termination is to be considered under this Section, the District shall send written notice of the meeting by United States mail to the Patron's last known address.

Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 1, including suspension or permanent termination of a Patron's privileges to use the Amenity Facilities. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

5. **Trespass.** If a Patron subject to a suspension or termination is found on the Amenity Facilities premises, such Patron will be subject to arrest for trespassing.

#### **RATES AND FEES**

Non-Resident Annual User Fee	\$4,000.00
Access Card Replacement Fee	\$25.00

## *SEVENTH ORDER OF BUSINESS*

## **RESOLUTION 2019-12**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED AND RESTATED ENGINEER'S REPORT; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "Act"), by ordinance of City of Jacksonville, Florida; and

**WHEREAS**, the District was created for the purpose of delivering certain community development services and facilities that have been further described in the District's Improvement Plan, and to finance such improvements through the issuance of bonds and notes, which bonds and notes will be repaid by the imposition of special assessments on benefitted property within the District and any additional revenue sources permitted by Florida law; and

**WHEREAS**, the District previously adopted the Improvement Plan for the Cypress Bluff Community Development District, dated July 30, 2018 (the "Engineer's Report"), which describes the District's capital improvement project; and

**WHEREAS**, the District has subsequently petitioned the City of Jacksonville to add additional lands to the District's boundaries; and

**WHEREAS**, the District desires to add additional master infrastructure improvements to the Engineer's Report; and

**WHEREAS**, in order to incorporate these changes, the District desires to adopt the *Restated Master Engineer's Report*, dated September 24, 2019, attached hereto and incorporated herein by reference as **Exhibit A** ("Amended Engineer's Report").

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

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

**SECTION 2.** The Board hereby adopts the District's Amended Engineer's Report, attached hereto and incorporated by reference herein as **Exhibit A**.

**SECTION 3.** If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 3.** This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED** this 24<sup>th</sup> day of September, 2018.

ATTEST:

**CYPRESS BLUFF COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A:** Restated Master Engineer's Report, dated September 24, 2019

*EIGHTH ORDER OF BUSINESS*



## **MBS CAPITAL MARKETS, LLC**

### **SUPPLEMENT TO INVESTMENT BANKING AGREEMENT DATED JULY 11, 2018 REGARDING BOND ISSUANCES BY CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT**

September 24, 2019

Board of Supervisors  
Cypress Bluff Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (“Underwriter”) and the Board of Supervisors of the Cypress Bluff Community Development District (“District”) entered into an Investment Banking Agreement effective July 11, 2018 (“Agreement”) wherein the District engaged the Underwriter to provide investment banking services for the District. The purpose of this letter is to supplement the Agreement by specifying the particular planned transaction currently being contemplated by the District for which such investment banking services are to be provided by the Underwriter.

The District is proposing to issue two series of special assessments bonds in 2020 for the purposes of (i) acquiring/constructing additional Master Infrastructure; and (ii) acquiring/constructing Neighborhood Infrastructure improvements in Parcel E-3a. It is the District’s intent to engage the Underwriter to provide investment banking services for these transactions.

The scope of services to be provided in a non-fiduciary capacity by the Underwriter for these transactions will include those listed below.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor “road shows,” if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
- Assistance in the preparation of the Preliminary Official Statement, if any, and the final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
- Preparation of post-sale reports for the issue, if any.
- Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

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4890 WEST KENNEDY BLVD. SUITE 940  
TAMPA, FLORIDA 33609  
PHONE: 813.281.2700

152 LINCOLN AVENUE  
WINTER PARK, FLORIDA 32789  
PHONE: 407.622.0130

1005 BRADFORD WAY  
KINGSTON, TENNESSEE 37763  
PHONE: 865.717.0303





## MBS CAPITAL MARKETS, LLC

All other terms of the Agreement shall remain in effect, including specifically the Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17 which is again being provided in Exhibit A hereto. By execution of this supplement to the Agreement you are acknowledging receipt of the same.

This supplement to the Agreement shall be effective upon your acceptance and shall remain in effect until such time as the financing transactions described herein have been completed or the Agreement is terminated as provided in Section 3 of the Agreement.

Sincerely,  
**MBS Capital Markets, LLC**

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Brett Sealy  
Managing Partner

Approved and Accepted By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# MBS CAPITAL MARKETS, LLC

## EXHIBIT A

### **Disclosures Concerning the Underwriter's Role**

- (i) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The Underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the District and it has financial and other interests that differ from those of the District;
- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;
- (iv) The Underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The Underwriter will review the official statement for the District's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

### **Disclosure Concerning the Underwriter's Compensation**

Underwriter's compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause the Underwriter to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

### **Conflicts of Interest**

**Payments to or from Third Parties.** There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

**Profit-Sharing with Investors.** There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

**Credit Default Swaps.** There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.



## **MBS CAPITAL MARKETS, LLC**

**Retail Order Periods.** For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

**Dealer Payments to District Personnel.** Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

## *TENTH ORDER OF BUSINESS*

*B.*

*1.*

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

**REQUISITION SUMMARY**

**Tuesday, September 24, 2019**

<b><u>Date of Requisition</u></b>	<b><u>Reg #</u></b>	<b><u>Payee</u></b>	<b><u>Reference</u></b>	<b><u>INVOICE AMOUNT</u></b>
<b><u>2018 Acq Sold Parcels Account</u></b>				
9/10/2019	17	Hopping Green & Sams	Professionals services related to project construction - Invoice 109630	\$397.50
9/10/2019	18	e-Town Development, Inc.	Acquisition of Phase 1 Improvements	\$3,839,377.00
9/16/2019	19	England-Thims & Miller, Inc.	Consulting Engineering Services for Construction Projects (WA#4) Invoice 191770 (Services from January 2019 - August 2019)	\$16,865.17
9/24/2019	20	Connelly & Wicker, Inc.	Professional services related to e-Town Amenity - Invoice 19010014-07	\$33,926.73
<b>TOTAL REQUISITIONS TO BE APPROVED September 24, 2019</b>				<b>\$3,890,566.40</b>

**FORM OF REQUISITION  
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Cypress Bluff Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of February 1, 2019, as supplemented by that certain First Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **17**
- (B) Name of Payee: **Hopping Green & Sams  
PO Box 6526  
Tallahassee, FL 32314**
- (C) Amount Payable: **\$397.50**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Professional Services related to project construction – Invoices 109630**
- (E) Amount, if any, that is to be used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: **Series Acq 2019 Sold  
Parcels Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.



Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**CYPRESS BLUFF COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL  
FOR NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

  
\_\_\_\_\_  
Consulting Engineer

Date: September 10, 2019

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

August 30, 2019

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

Bill Number 109630  
Billed through 07/31/2019

## Project Construction

**CBCDD 00103 KSB**

### FOR PROFESSIONAL SERVICES RENDERED

07/03/19	KEM	Confer with district engineer and developer regarding acquisition back-up.	0.10 hrs
07/23/19	KSB	Review process for construction manager at risk; confer with White and Weeber regarding same.	0.90 hrs
07/25/19	KSB	Review proposed changes to RFQ for amenity facility.	0.50 hrs
Total fees for this matter			\$397.50

### MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.10 hrs	125 /hr	\$12.50
Buchanan, Katie S.	1.40 hrs	275 /hr	\$385.00

TOTAL FEES \$397.50

**TOTAL CHARGES FOR THIS MATTER \$397.50**

### BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	0.10 hrs	125 /hr	\$12.50
Buchanan, Katie S.	1.40 hrs	275 /hr	\$385.00

TOTAL FEES \$397.50

**TOTAL CHARGES FOR THIS BILL \$397.50**

**Please include the bill number on your check.**

**FORM OF REQUISITION  
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Cypress Bluff Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of February 1, 2019, as supplemented by that certain First Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **18**
- (B) Name of Payee: **E-TOWN DEVELOPMENT, INC.**
- (C) Amount Payable: **\$3,813,575.75**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Acquisition of Phase 1 Improvements**
- (E) Amount, if any, that is to be used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: **Series Acq 2019 Sold  
Parcels Account**

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the Issuer;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

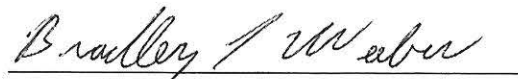
Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**CYPRESS BLUFF COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL  
FOR NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

  
Consulting Engineer

Date: September 10, 2019

**E-Town Development, Inc.  
4314 Pablo Oaks Court  
Jacksonville, Florida 32224**

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 Phase I Improvements

Dear District Manager:

Pursuant to the *Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property*, dated February 7, 2019, effective as of August 20, 2018, between the Cypress Bluff Community Development District ("**District**") and E-Town Development, Inc. ("**E-Town Development**") and the *Cypress Bluff Community Development District 2018 Improvement Plan*, dated July 30, 2018 ("**Engineer's Report**") you are hereby notified that E-Town Development has completed and wishes to sell to the District, or has previously conveyed to JEA or the City of Jacksonville pursuant to Resolution 2019-02 and wishes to be paid for, certain improvements ("**Improvements**") as further detailed in **Exhibit A** attached hereto. E-Town Development wishes to convey the Improvements, which were included in the District's Engineer's Report, to the District in exchange for the payment of **\$3,839,724.62**, which represents the actual cost of creating and/or constructing the Improvements. E-Town Development acknowledges that funds for payment may not be available until the District undertakes a future bond issuance or similar financing.

Sincerely,

E-TOWN DEVELOPMENT, INC.



---

Name: Richard T. Ray  
Title: President

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

**Exhibit A**  
Description of Phase I Improvements

**CONVEYED TO OTHER ENTITIES**

<b>Contractor</b>	<b>Contract Information</b>	<b>Description of Improvements</b>	<b>Total Contract Cost</b>	<b>CDD Eligible Cost</b>	<b>Owner</b>
Vallencourt Construction Co., Inc.*	Job No. 5743	Phase I Sitework Improvements	\$5,337,336.46	\$2,091,001.88	City of Jacksonville
First Coast Electric, LLC	Job No. CT-3525	Phase I Electric System including conduit, manholes, transformer pads, and ancillary infrastructure	\$563,608.55	\$563,608.55	JEA
JEA	Invoice No. 34843	Phase IA lighting (29) LTDS03 150 LED lights	\$113,535.00	\$113,535.00	JEA

\* Future requisitions will cover the Phase II improvements as well as contract change orders, some of which overlap the Phase I area.

**CONVEYED TO CDD**

<b>Contractor</b>	<b>Contract Information</b>	<b>Description of Improvements</b>	<b>Total Contract Cost</b>	<b>CDD Eligible Cost</b>	
Sunstate Nursery & Landscaping, Inc.*		Phase I Landscape Installation	\$1,252,214.19	\$1,071,579.19	CDD

\*Note: The Sun State Nursery & Landscaping, Inc. Phase I contract is for \$1,252,214.19. While the improvements are substantially completed and accepted some costs have not been paid at this time. Listed above is the amount paid to date. Future requisitions will cover the remainder of Phase I Improvements.



**AFFIDAVIT REGARDING COSTS PAID**  
**(PHASE I IMPROVEMENTS)**

STATE OF Florida  
COUNTY OF Duval

I, Richard T. Ray, of **E-Town Development, Inc.**, a Florida corporation ("**E-Town Development**"), 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 Richard T. Ray and I have authority to make this affidavit on behalf of E-Town Development as shown below.
3. E-Town Development 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 *Cypress Bluff Community Development District 2018 Improvement Plan*, dated July 30, 2018 ("**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. E-Town Development 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 E-Town Development 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 9<sup>th</sup> day of September, 2019.

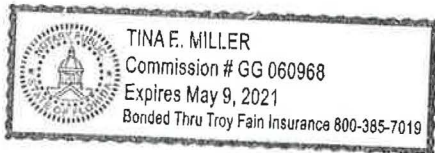
**E-TOWN DEVELOPMENT, INC.,**  
a Florida corporation

RTay

Name: Richard T. Ray  
Title: President

The foregoing instrument was sworn and subscribed before me this 9<sup>th</sup> day of September, 2019, by Richard T. Ray, who ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Tina E Miller  
Notary Public Signature

Tina E Miller  
(Name typed, printed or stamped)  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Exhibit A – Description of Phase I Improvements**



**Exhibit A**  
Description of Phase I Improvements

**CONVEYED TO OTHER ENTITIES**

<b>Contractor</b>	<b>Contract Information</b>	<b>Description of Improvements</b>	<b>Total Contract Cost</b>	<b>CDD Eligible Cost</b>	<b>Owner</b>
Vallencourt Construction Co., Inc.*	Job No. 5743	Phase I Sitework Improvements	\$5,337,336.46	\$2,091,001.88	City of Jacksonville
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JEA	Invoice No. 34843	Phase IA lighting (29) LTDS03 150 LED lights	\$113,535.00	\$113,535.00	JEA

\* Future requisitions will cover the Phase II improvements as well as contract change orders, some of which overlap the Phase I area.

**CONVEYED TO CDD**

<b>Contractor</b>	<b>Contract Information</b>	<b>Description of Improvements</b>	<b>Total Contract Cost</b>	<b>CDD Eligible Cost</b>	
Sunstate Nursery & Landscaping, Inc.*		Phase I Landscape Installation	\$1,252,214.19	\$1,071,579.19	CDD

\*Note: The Sun State Nursery & Landscaping, Inc. Phase I contract is for \$1,252,214.19. While the improvements are substantially completed and accepted some costs have not been paid at this time. Listed above is the amount paid to date. Future requisitions will cover the remainder of Phase I Improvements.

**ACKNOWLEDGMENT AND RELEASE  
(PHASE 1 IMPROVEMENTS)**

THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the 23<sup>rd</sup> day of July, 2019, by Sunstate Nursery & Landscaping, Inc., having offices located at 9362 Philips Highway, Jacksonville, Florida 32256 ("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 E-Town Development, Inc., with offices located 4314 Pablo Oaks Court, Jacksonville, Florida 32224, as a Third Party Beneficiary ("Developer").

**RECITALS**

WHEREAS, pursuant to that certain Work Order Agreement dated 7/31/18 ("Contract"), between Contractor and Developer, Contractor has constructed for Developer certain landscape improvements, 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. 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. EFFECTIVE DATE.** This Release shall take effect upon execution.

**SUNSTATE NURSERY &  
LANDSCAPING, INC.**

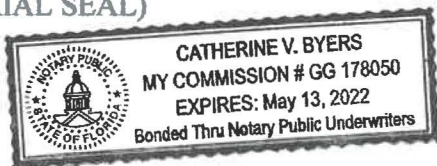
J.R. Clark  
By: JERRY R. CLARK  
Its: CHIEF FINANCIAL OFFICER

STATE OF FLORIDA )  
COUNTY OF Duval )

I HEREBY CERTIFY that on this 23rd day of July, 2019, before me personally appeared Jerry R. Clark, of Sun State Nursery & Landscaping Inc. 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 23rd day of July, 2019.

(NOTARIAL SEAL)



Catherine V Byers  
Print Name:  
Notary Public, State of Florida  
My Commission No.: GG 178050  
My Commission Expires: May 13, 2022

## Exhibit A

### Description of Phase I Improvements

Contractor	Contract Information	Description of Improvements	Total Contract Cost	CDD Eligible Cost	
Sunstate Nursery & Landscaping, Inc.*		Phase I Landscape Installation	\$1,252,214.19	\$1,071,579.19	CDD

\*Note: The Sun State Nursery & Landscaping, Inc. Phase I contract is for \$1,252,214.19. While the improvements are substantially completed and accepted some costs have not been paid at this time. Listed above is the amount paid to date. Future requisitions will cover the remainder of Phase I Improvements.



**DISTRICT ENGINEER'S CERTIFICATE  
(PHASE I IMPROVEMENTS)**

September 9, 2019

Board of Supervisors  
Cypress Bluff Community Development District

Re: Acquisition of Phase I 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 E-Town Development, Inc., a Florida corporation ("**Developer**") of certain improvements ("**Improvements**") conveyed to the District, 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 *Cypress Bluff Community Development District 2018 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 **Exhibit A**. 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  
Bradley Weeber, P.E.  
England, Thims & Miller, Inc.  
Florida Registration No. 70005  
Consulting Engineer

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 9th day of September, 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.

ALEX JACOBS  
Notary Public, State of Florida  
My Comm. Expires 02/19/21  
Commission No. GG74208

Alex Jacobs  
Notary Public, State of Florida  
Print Name: Alex Jacobs  
Commission No.: GG 74208  
My Commission Expires: 02/19/21

**Exhibit A**  
Description of Phase I Improvements

**CONVEYED TO OTHER ENTITIES**

Contractor	Contract Information	Description of Improvements	Total Contract Cost	CDD Eligible Cost	Owner
Vallencourt Construction Co., Inc.*	Job No. 5743	Phase I Sitework Improvements	\$5,337,336.46	\$2,091,001.88	City of Jacksonville
First Coast Electric, LLC	Job No. CT-3525	Phase I Electric System including conduit, manholes, transformer pads, and ancillary infrastructure	\$563,608.55	\$563,608.55	JEA
JEA	Invoice No. 34843	Phase IA lighting (29) LTDS03 150 LED lights	\$113,535.00	\$113,535.00	JEA

\* Future requisitions will cover the Phase II improvements as well as contract change orders, some of which overlap the Phase I area.

**CONVEYED TO CDD**

Contractor	Contract Information	Description of Improvements	Total Contract Cost	CDD Eligible Cost	
Sunstate Nursery & Landscaping, Inc.*		Phase I Landscape Installation	\$1,252,214.19	\$1,071,579.19	CDD

\*Note: The Sun State Nursery & Landscaping, Inc. Phase I contract is for \$1,252,214.19. While the improvements are substantially completed and accepted some costs have not been paid at this time. Listed above is the amount paid to date. Future requisitions will cover the remainder of Phase I Improvements.



**DISTRICT ENGINEER'S CERTIFICATE  
CONVEYANCE OF IMPROVEMENTS**

September 9, 2019

Board of Supervisors  
Cypress Bluff Community Development District

Re: Cypress Bluff Community Development District - Advance Funding and  
Dedication of Improvements from Developer to Government Entities

To Whom It May Concern:

The undersigned, a representative of England-Thims & Miller, Inc. ("**District Engineer**"), as District Engineer for the Cypress Bluff Community Development District ("**District**"), hereby makes the following certifications in connection with E-Town Development, Inc.'s ("**Developer**") dedication of the improvements ("**Improvements**") pursuant to Resolution 2019-02:

1. I hereby certify that the Improvements are (i) part of the District's Improvement Plan, and (ii) were advance funded and caused to be constructed by the Developer prior to the issuance of bonds by the District.
2. I hereby further certify that (i) the District or the Developer were obligated, through various land development approvals, permits, the Capital Improvement Plan, and other requirements, to convey the Improvements to JEA and City of Jacksonville, (ii) that the Developer, on behalf of the District, did dedicate the Improvements to the respective governmental entities as described on the preliminary plats referenced above, and (iii) it was right and proper to do so.
3. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are accurate and representative of what was actually paid by the Developer create and/or construct the Improvements.

[Signatures on Next Page]



FURTHER AFFIANT SAYETH NOT.

Bradley Weeber  
Bradley Weeber, P.E.  
England, Thims & Miller, Inc.  
Florida Registration No. 70005  
Consulting Engineer

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 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.

ALEX JACOBS  
Notary Public, State of Florida  
My Comm. Expires 02/19/21  
Commission No. GG74208

Alex Jacobs  
Notary Public, State of Florida  
Print Name: Alex Jacobs  
Commission No.: GG-74208  
My Commission Expires: 02/19/21

**Exhibit A**

## Description of Phase I Improvements

**CONVEYED TO OTHER ENTITIES**

<b>Contractor</b>	<b>Contract Information</b>	<b>Description of Improvements</b>	<b>Total Contract Cost</b>	<b>CDD Eligible Cost</b>	<b>Owner</b>
Vallencourt Construction Co., Inc.*	Job No. 5743	Phase I Sitework Improvements	\$5,337,336.46	\$2,091,001.88	City of Jacksonville
First Coast Electric, LLC	Job No. CT-3525	Phase I Electric System including conduit, manholes, transformer pads, and ancillary infrastructure	\$563,608.55	\$563,608.55	JEA
JEA	Invoice No. 34843	Phase IA lighting (29) LTDS03 150 LED lights	\$113,535.00	\$113,535.00	JEA

\* Future requisitions will cover the Phase II improvements as well as contract change orders, some of which overlap the Phase I area.

**CONVEYED TO CDD**

<b>Contractor</b>	<b>Contract Information</b>	<b>Description of Improvements</b>	<b>Total Contract Cost</b>	<b>CDD Eligible Cost</b>	
Sunstate Nursery & Landscaping, Inc.*		Phase I Landscape Installation	\$1,252,214.19	\$1,071,579.19	CDD

\*Note: The Sun State Nursery & Landscaping, Inc. Phase I contract is for \$1,252,214.19. While the improvements are substantially completed and accepted some costs have not been paid at this time. Listed above is the amount paid to date. Future requisitions will cover the remainder of Phase I Improvements.

**BILL OF SALE AND LIMITED ASSIGNMENT  
(PHASE I IMPROVEMENTS)**

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of \_\_\_\_\_, 2019, by **E-Town Development, Inc.**, a Florida corporation, whose mailing address for purposes hereof is 4314 Pablo Oaks Court, Jacksonville, Florida 32224 ("**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 landscape improvements installed by Sun State Nursery & Landscaping ("**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. 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.

5. As consideration for the sale of the Improvements, Grantee agrees to pay \$1,071,579.18 to the extent proceeds are available and eligible and pursuant to that certain *Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property*, dated February 7, 2019, effective as of August 20, 2018.

6. 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

E-TOWN DEVELOPMENT, INC.

By: Julie Baugus  
Name: Julie Baugus

RMay  
Name: Richard T. Ray  
Title: President

By: Jill Whalen  
Name: Jill Whalen

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2019, by Richard T. Ray, as the President of E-Town Development, Inc., who ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Tina E. Miller  
Notary Public Signature  
Tina E. Miller  
(Name typed, printed or stamped)  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Exhibit A – Description of Phase I Improvements

Exhibit A



ETown Development Inc.  
Mr. Mikey White  
4314 Pablo Oaks Court  
Jacksonville, FL 32224

Invoice # 4282  
Date: 5/30/19

Project: E-TOWN PHASE ONE

E-TOWN PHASE ONE

TOTAL CONTRACT : TO DATE \$ 1,252,214.19

Work Completed to Date, see attached schedule of value \$ 1,071,579.19

Total Due- Pay Application # 9 \$ 73,830.74

For questions concerning this invoice, please contact Jerry R. Clark

[jerryclark@sunstatenursery.com](mailto:jerryclark@sunstatenursery.com)

9362 Philips Highway • Jacksonville, Florida 32256 • (904) 260-0822 • Fax (904) 260-0833



18-021

## E-TOWN

APPLICATION NUMBER: NINE  
APPLICATION DATE: 5/30/19  
PERIOD TO: 5/31/19  
ARCHITECTS PROJECT NO:

ARCHITECTS PROJECT NO:

[illegible]

**FORM OF REQUISITION  
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Cypress Bluff Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of February 1, 2019, as supplemented by that certain First Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **19**
- (B) Name of Payee: **England-Thims & Miller, Inc.  
14775 Old St. Augustine Road  
Jacksonville, FL 32258**
- (C) Amount Payable: **\$16,865.17**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Consulting Engineering Services for Construction Projects (WA#4) Invoice 191770**
- (E) Amount, if any, that is to be used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: **Series Acq 2019 Sold  
Parcels Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.



The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**CYPRESS BLUFF COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL  
FOR NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

  
\_\_\_\_\_  
Consulting Engineer

Date: September 16, 2019



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

August 31, 2019  
Project No: 13102.26003  
Invoice No: 0191770

Project 13102.26003 Cypress Bluff Community Development District (WA#4) 2019/2020  
Consulting Engineering Services for Construction Projects

**Professional Services rendered through August 31, 2019**

**Professional Personnel**

		Hours	Rate	Amount
Senior Engineer				
Hall, Jason	1/26/2019	5.00	194.00	970.00
Hall, Jason	2/2/2019	4.50	194.00	873.00
Hall, Jason	2/9/2019	1.00	194.00	194.00
Hall, Jason	2/16/2019	7.00	194.00	1,358.00
Hall, Jason	2/23/2019	1.00	194.00	194.00
Hall, Jason	3/2/2019	1.00	194.00	194.00
Hall, Jason	6/15/2019	4.00	194.00	776.00
Weeber, Bradley	1/12/2019	2.50	194.00	485.00
Weeber, Bradley	2/2/2019	4.75	194.00	921.50
Weeber, Bradley	2/9/2019	6.00	194.00	1,164.00
Weeber, Bradley	2/16/2019	6.00	194.00	1,164.00
Weeber, Bradley	2/23/2019	8.00	194.00	1,552.00
Weeber, Bradley	3/2/2019	2.00	194.00	388.00
Weeber, Bradley	3/16/2019	2.00	194.00	388.00
Weeber, Bradley	3/23/2019	3.00	194.00	582.00
Weeber, Bradley	4/13/2019	3.00	194.00	582.00
Weeber, Bradley	4/20/2019	2.00	194.00	388.00
Weeber, Bradley	4/27/2019	1.00	194.00	194.00
Weeber, Bradley	5/4/2019	1.00	194.00	194.00
Weeber, Bradley	6/1/2019	.50	194.00	97.00
Weeber, Bradley	6/15/2019	2.00	194.00	388.00
Weeber, Bradley	6/22/2019	3.00	194.00	582.00
Weeber, Bradley	6/29/2019	1.00	194.00	194.00
Weeber, Bradley	7/20/2019	1.00	194.00	194.00
Weeber, Bradley	7/27/2019	4.00	194.00	776.00
Weeber, Bradley	8/3/2019	1.00	194.00	194.00
Weeber, Bradley	8/10/2019	.50	194.00	97.00
Weeber, Bradley	8/17/2019	1.50	194.00	291.00
Weeber, Bradley	8/24/2019	2.00	194.00	388.00
Engineer				
Welch, Daniel	7/13/2019	2.50	151.00	377.50

**England-Thimys & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
14775 Old St. Augustine Road • Jacksonville, Florida 32256 • tel 904-642-8990 • fax 904-640-9485  
CA-00002584 LC-0000316

**FORM OF REQUISITION  
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Cypress Bluff Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of February 1, 2019, as supplemented by that certain First Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **20**
  
- (B) Name of Payee: **Connelly & Wicker, Inc.**  
**10060 Skinner Lake Drive, Suite 500**  
**Jacksonville, FL 32246**
  
- (C) Amount Payable **33,926.73**
  
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Professional services related to e-Town Amenity - Invoice 19010014-07**
  
- (E) Amount, if any, that is to be used for a Deferred Cost:
  
- (F) Fund or Account from which disbursement to be made: **Acq Sold Parcels Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**CYPRESS BLUFF COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL  
FOR NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

  
\_\_\_\_\_  
Consulting Engineer

Date: September 17, 2019





# Connelly & Wicker Inc.

Planning

Engineering

August 30, 2019

Landscape Architecture

Project No: 19-01-0014  
Invoice No: 19010014-07

Cypress Bluff CDD  
Attn: David Ray  
david@nocatee.com  
MWhite@parcgroup.net  
245 Nocatee Center  
Ponte Vedra, FL 32081

Project 19-01-0014 E-Town Amenity

Professional services for this month include design and submittals to COJ and JEA.

## Professional Services from July 27, 2019 to August 30, 2019

Phase			Total JTD	Previous	Current
C1 Prelim Site Plan & Analysis	8,000.00	100.00	8,000.00	8,000.00	0.00
C2 PUD Verification	4,000.00	100.00	4,000.00	4,000.00	0.00
C3 Engineering Design & Plan Prep	36,000.00	86.1111	31,000.00	18,000.00	13,000.00
C4 Design Coordination	4,000.00	9.125	365.00	365.00	0.00
C5 Permitting	15,000.00	0.00	0.00	0.00	0.00
C6 Borrow Pit Design	12,000.00	58.3333	7,000.00	0.00	7,000.00
CA1 Final Cert & Const.Observ.-Hrly	17,000.00	0.00	0.00	0.00	0.00
ZCONS G1 Geotech Exploration & Ph 1	6,670.00	100.00	6,670.00	0.00	6,670.00
ZCONS G2 Geotech Exploration & Analysis	9,315.00	76.5432	7,130.00	0.00	7,130.00
ZCONS ENV1 Tortoise Survey & FWC Permitt	4,025.00	0.00	0.00	0.00	0.00
ZCONS ENV2 Gopher Tortoise Relocation	3,737.50	0.00	0.00	0.00	0.00
ZCONS ENV3 Exclusion Fence Coordination	460.00	0.00	0.00	0.00	0.00
ZCONS Subconsultant Expense	0.00	0.00	0.00	0.00	0.00
ZREIM Reimbursable Expense	4,500.00	4.4307	199.38	72.65	126.73
Total Fee	124,707.50		64,364.38	30,437.65	33,926.73
			Total this Invoice	\$33,926.73	

	Current	Prior	Total	Received	Due
Billed to Date	33,926.73	30,437.65	64,364.38	11,717.63	52,646.75

Authorized by:

Justin Williams, Project Manager

# Backup Report

Connelly & Wicker Inc.

As of 8/30/2019

Billing	Date	Employee/	Description	Units	Rate	Amount
Project Number: 19-01-0014 E-Town Amenity						

## Expenses:

8/7/2019	Williams, Justin	Mtg at Basham and site				7.63
8/30/2019		216.0 Copies @ 0.10	216.00	.10		21.60
8/30/2019		78.0 Blueprints @ 1.25	78.00	1.25		97.50

<b>Total</b>					<b>126.73</b>
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Welch, Daniel	7/20/2019	1.50	151.00	226.50
CADD/GIS Technician				
Tindell, Jordon	7/20/2019	1.50	118.00	177.00
Administrative Support				
Blair, Shelley	2/23/2019	.50	81.00	40.50
Blair, Shelley	4/20/2019	1.00	81.00	81.00
Blair, Shelley	5/25/2019	.50	81.00	40.50
Blair, Shelley	6/22/2019	.50	81.00	40.50
Blair, Shelley	6/29/2019	.25	81.00	20.25
Blair, Shelley	8/24/2019	1.00	81.00	81.00

Totals

90.50

16,847.25

**Total Labor**

**16,847.25**

**Expenses**

Delivery / Messenger Svc

15.58

**Total Expenses**

**1.15 times**

**15.58**

**17.92**

**Invoice Total this Period**

**\$16,865.17**

**England-Thimys & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
14775 Old St. Augustine Road • Jacksonville, Florida 32256 • tel 904-642-6990 • fax 904-640-9485  
CA-00002584 LC-0000316

2.



**CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT  
WORK AUTHORIZATION NO. 4  
2019/2020 CONSULTING ENGINEERING SERVICES FOR CONSTRUCTION PROJECTS**

**Scope of Work**

England, Thims & Miller, Inc. shall provide general consulting engineering services for the Cypress Bluff Community Development District as directed by the Board of Supervisors or their designee. General consulting services shall include, but not be limited to:

1. Preparation of Cost Estimates and Budgets
2. Technical Support for Community Development District Staff
3. Operation and Maintenance Inspections
4. Review of Contractor and Subconsultant Pay Requests
5. Preparation of Final Acceptance Packages and Requisitions

The outlined services shall be performed on a time and material basis at the currently approved rate and expense schedule. The estimated fee shall not be exceeded without further authorization. This estimated fee is not a guaranteed maximum cost.

**ESTIMATED FEE** ..... **\$20,000.00**

**Basis of Estimated Fee (12 Months)**

Principal – CEO/CSO/President .....	\$265.00/Hr.
Principal – Vice President .....	\$245.00/Hr.
Senior Engineer .....	\$195.00/Hr.
Engineer .....	\$154.00/Hr.
Project Manager .....	\$180.00/Hr.
Assistant Project Manager .....	\$146.00/Hr.
Senior Planner .....	\$180.00/Hr.
Planner .....	\$148.00/Hr.
CEI Senior Engineer .....	\$215.00/Hr.
Senior Inspector .....	\$148.00/Hr.
Inspector .....	\$120.00/Hr.
Senior Landscape Architect .....	\$166.00/Hr.
Landscape Architect .....	\$148.00/Hr.
Senior Graphics Technician .....	\$148.00/Hr.
GIS Programmer .....	\$158.00/Hr.
GIS Analyst .....	\$132.00/Hr.
Senior Engineering Designer / Senior LA Designer .....	\$148.00/Hr.
Engineering/Landscape Designer .....	\$128.00/Hr.
CADD/GIS Technician .....	\$120.00/Hr.
Administrative Support .....	\$82.00/Hr.
Accountant .....	\$100.00/Hr.

Cost such as subconsultants, printing, telephone, delivery service, mileage and travel shall be invoiced at direct costs plus 15%.

**Time of Performance**

Services rendered will commence upon District approval and will be completed on or before September 30, 2020.

**Approval**

Submitted by:   
England, Thims & Miller, Inc.

Date: 9/17/19

Approved by: \_\_\_\_\_  
Cypress Bluff Community Development District

Date: \_\_\_\_\_

## *ELEVENTH ORDER OF BUSINESS*

*A.*

# Cypress Bluff

## Community Development District

Unaudited Financial Reporting  
August 31, 2019



**Cypress Bluff**  
**Community Development District**  
**Combined Balance Sheet**  
August 31, 2019

	<b><u>Governmental Fund Types</u></b>			<b>Totals (Memorandum Only) 2019</b>
	<b><u>General</u></b>	<b><u>Debt Service</u></b>	<b><u>Capital Projects</u></b>	
<b><u>Assets:</u></b>				
Cash	\$5,105	---	---	\$5,105
Due from Developer	\$85,571	---	---	\$85,571
Investments:				
Reserve	---	\$365,840	---	\$365,840
Revenue	---	\$13,704	---	\$13,704
Acquisition & Construction- Parcel E3A	---	---	\$925,358	\$925,358
Acquisition & Construction- Parcel E5	---	---	\$2,062,071	\$2,062,071
Acquisition & Construction- Parcel E7A	---	---	\$1,632,473	\$1,632,473
Acquisition & Construction- Sold Parcels	---	---	\$3,839,377	\$3,839,377
Cost of Issuance	---	---	\$3,971	\$3,971
Due From General Fund	---	\$26,718	---	\$26,718
Due from Debt Service	\$14,543	---	---	\$14,543
<b>Total Assets</b>	<b><u>\$105,219</u></b>	<b><u>\$406,261</u></b>	<b><u>\$8,463,249</u></b>	<b><u>\$8,974,729</u></b>
<b><u>Liabilities:</u></b>				
Accounts Payable	\$20,933	---	---	\$20,933
Accrued Expenses	\$9,283	---	---	\$9,283
Due to Debt Service	\$26,718	---	---	\$26,718
Due to General Fund	---	\$14,543	---	\$14,543
Due to Other	---	\$20,000	---	\$20,000
FICA Payable	---	---	---	\$0
<b><u>Fund Balances:</u></b>				
Nonspendable	---	---	---	\$0
Restricted for Debt Service	---	\$371,718	---	\$371,718
Unassigned	\$48,285	---	\$8,463,249	\$8,511,534
<b>Total Liabilities and Fund Equity</b>	<b><u>\$105,219</u></b>	<b><u>\$406,261</u></b>	<b><u>\$8,463,249</u></b>	<b><u>\$8,974,729</u></b>

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

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 8/31/19	ACTUAL THRU 8/31/19	VARIANCE
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**Revenues:**

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

<b>Total Revenues</b>	<b>\$116,675</b>	<b>\$116,675</b>	<b>\$116,675</b>	<b>\$0</b>
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**Expenditures**

Administrative

Supervisor Fees	\$0	\$0	\$8,200	(\$8,200)
FICA Expense	\$0	\$0	\$643	(\$643)
Engineering	\$15,000	\$13,750	\$3,530	\$10,220
Arbitrage	\$600	\$550	\$0	\$550
Dissemination Agent	\$3,500	\$3,208	\$1,750	\$1,458
Attorney	\$20,000	\$18,333	\$13,485	\$4,849
Annual Audit	\$5,000	\$4,583	\$0	\$4,583
Trustee Fees	\$4,000	\$3,667	\$0	\$3,667
Management Fees	\$45,000	\$41,250	\$41,250	\$0
Construction Accounting	\$3,500	\$3,208	\$0	\$3,208
Information Technology	\$1,200	\$1,100	\$1,100	\$0
Telephone	\$300	\$275	\$13	\$262
Postage	\$1,500	\$1,375	\$98	\$1,277
Printing & Binding	\$1,000	\$917	\$1,979	(\$1,062)
Insurance	\$5,800	\$5,800	\$5,000	\$800
Legal Advertising	\$4,000	\$3,667	\$2,799	\$867
Other Current Charges	\$600	\$550	\$373	\$177
Office Supplies	\$1,000	\$917	\$18	\$899
Project Services	\$0	\$0	\$3,000	(\$3,000)
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website design/compliance	\$4,500	\$4,125	\$0	\$4,125

<b>Total Expenditures</b>	<b>\$116,675</b>	<b>\$107,450</b>	<b>\$83,412</b>	<b>\$24,038</b>
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<b>Excess Revenues/Expenses</b>	<b>\$0</b>	<b>\$33,263</b>
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<b>Fund Balance - Beginning</b>	<b>\$0</b>	<b>\$15,022</b>
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<b>Fund Balance - Ending</b>	<b>\$0</b>	<b>\$48,285</b>
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**Cypress Bluff**  
**Community Development District**  
Debt Service Fund  
Statement of Revenues & Expenditures  
For The Period Ending August 31, 2019

Description	PROPOSED BUDGET	PRORATED BUDGET THRU 8/31/19	ACTUAL THRU 8/31/19	VARIANCE
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**Revenues**

Special Assessments- Direct	\$731,680	\$460,841	\$460,841	\$0
Assessments- Prepayments	\$0	\$0	\$0	\$0
Interest Income	\$2,000	\$1,833	\$3,725	\$1,891
<b>Total Revenues</b>	<b>\$733,680</b>	<b>\$462,675</b>	<b>\$464,566</b>	<b>\$1,891</b>

**Expenditures**

Series 2019

Interest-11/1	\$0	\$0	\$0	\$0
Principal-5/1	\$330,000	\$330,000	\$330,000	\$0
Interest-5/1	\$128,688	\$128,688	\$128,688	\$0

<b>Total Expenditures</b>	<b>\$458,688</b>	<b>\$458,688</b>	<b>\$458,688</b>	<b>\$0</b>
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**OTHER SOURCES/(USES)**

Bond Proceeds	\$365,840	\$365,840	\$365,840	\$0
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<b>TOTAL OTHER SOURCES AND USES</b>	<b>\$365,840</b>	<b>\$365,840</b>	<b>\$365,840</b>	<b>\$0</b>
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<b>Excess Revenues (Expenditures)</b>	<b>\$640,832</b>		<b>\$371,718</b>	
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<b>Fund Balance - Beginning</b>	<b>\$0</b>		<b>\$0</b>	
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<b>Fund Balance - Ending</b>	<b>\$640,832</b>		<b>\$371,718</b>	
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**Cypress Bluff**  
**Community Development District**  
**Capital Projects Fund**  
Statement of Revenues & Expenditures  
For The Period Ending August 31, 2019

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 8/31/19	ACTUAL THRU 8/31/19	VARIANCE
<b><u>Revenues:</u></b>				
Interest	\$0	\$0	\$85,393	\$85,393
<b>Total Revenues</b>	<b>\$0</b>	<b>\$0</b>	<b>\$85,393</b>	<b>\$85,393</b>
<b><u>Expenditures</u></b>				
Capital Outlay	\$0	\$0	\$2,408,975	(\$2,408,975)
Cost of Issuance	\$0	\$0	\$412,330	(\$412,330)
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,821,304</b>	<b>(\$2,821,304)</b>
<b><u>OTHER SOURCES/(USES)</u></b>				
Bond Proceeds	\$0	\$0	\$11,199,160	(\$11,199,160)
<b>TOTAL OTHER SOURCES AND USES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,199,160</b>	<b>(\$11,199,160)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$0</b>		<b>\$8,463,249</b>	
<b>Fund Balance - Beginning</b>	<b>\$0</b>		<b>\$0</b>	
<b>Fund Balance - Ending</b>	<b>\$0</b>		<b>\$8,463,249</b>	



**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	\$116,675	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$116,675
Miscellaneous Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$116,675</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$116,675</b>

**Expenditures:**

**Administrative**

Supervisor Fees	\$800	\$0	\$0	\$1,000	\$1,800	\$0	\$1,000	\$1,000	\$1,000	\$800	\$800	\$0	\$8,200
FICA Expense	\$61	\$0	\$0	\$61	\$230	\$0	\$61	\$61	\$61	\$61	\$46	\$0	\$643
Engineering	\$789	\$411	\$1,358	\$0	\$0	\$0	\$0	\$972	\$0	\$0	\$0	\$0	\$3,530
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination Agent	\$0	\$0	\$0	\$0	\$0	\$292	\$292	\$292	\$292	\$292	\$292	\$0	\$1,750
Attorney	\$3,801	\$388	\$602	\$1,814	\$3,811	\$1,491	\$1,578	\$0	\$0	\$0	\$0	\$0	\$13,485
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	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$0	\$41,250
Construction Accounting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Information Technology	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$0	\$1,100
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13	\$0	\$0	\$0	\$13
Postage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$98	\$0	\$0	\$0	\$98
Printing & Binding	\$527	\$250	\$0	\$57	\$266	\$352	\$47	\$130	\$350	\$0	\$0	\$0	\$1,979
Insurance	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Legal Advertising	\$722	\$0	\$173	\$85	\$88	\$95	\$186	\$95	\$88	\$90	\$1,179	\$0	\$2,799
Other Current Charges	\$21	\$50	\$21	\$22	\$23	\$24	\$27	\$28	\$90	\$43	\$22	\$0	\$373
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18	\$0	\$0	\$0	\$18
Project Services	\$0	\$0	\$1,000	\$0	\$0	\$1,000	\$0	\$0	\$1,000	\$0	\$0	\$0	\$3,000
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
<b>Total Expenditures</b>	<b>\$15,746</b>	<b>\$4,949</b>	<b>\$7,004</b>	<b>\$6,889</b>	<b>\$10,068</b>	<b>\$7,102</b>	<b>\$7,041</b>	<b>\$6,428</b>	<b>\$6,860</b>	<b>\$5,136</b>	<b>\$6,188</b>	<b>\$0</b>	<b>\$83,412</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$100,929</b>	<b>(\$4,949)</b>	<b>(\$7,004)</b>	<b>(\$6,889)</b>	<b>(\$10,068)</b>	<b>(\$7,102)</b>	<b>(\$7,041)</b>	<b>(\$6,428)</b>	<b>(\$6,860)</b>	<b>(\$5,136)</b>	<b>(\$6,188)</b>	<b>\$0</b>	<b>\$33,263</b>

**Cypress Bluff**  
**Community Development District**  
**Long Term Debt Report**

<b>Series 2019 Special Assessments Revenue Bonds</b>	
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
Mandatory Principal- 5/1/2019	(\$330,000)
Current Bonds Outstanding	\$11,235,000

**Cypress Bluff CDD  
FY2019 Developer Funding**

Landowner	% Per Funding Agreements	FY2018 Assessments	FY2019 Assessments	Total Assessments	Amount Paid	Balance Due
Pulte	9.78%	\$2,655	\$11,407	\$14,062	(\$7,928)	\$6,134
David Weekley	12.52%	\$6,825	\$14,609	\$21,435	(\$9,567)	\$11,868
Toll Brothers	23.50%	\$12,809	\$27,418	\$40,227	(\$25,517)	\$14,710
Eastland Timber	46.20%	\$32,219	\$53,901	\$86,121	(\$42,601)	\$43,520
ICI Homes	4.50%	\$0	\$5,253	\$5,253	\$0	\$5,253
Providence	3.50%	\$0	\$4,086	\$4,086	\$0	\$4,086
		<b>\$54,508</b>	<b>\$116,675</b>	<b>\$171,183</b>	<b>(\$85,613)</b>	<b>\$85,571</b>

*B.*

# Cypress Bluff

## Community Development District

### Check Run Summary

August 31, 2019

Fund	Date	Check No.	Amount
<b>Payroll</b>			
	8/29/19	50054-50057	\$ 754.10
		Subtotal	<u>\$ 754.10</u>
<b>General Fund</b>			
	8/27/19	51-52	\$ 1,178.50
		Subtotal	<u>\$ 1,178.50</u>
<b>Total</b>			<b>\$ 1,932.60</b>

# Attendance Sheet

District Name: Cypress Bluff CDD

Board Meeting Date: August 27, 2019

	Name	In Attendance	Fee
1	Richard Ray <i>Chairperson</i>	<input 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

8/27/2019  
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 #
8/27/19	00002	8/06/19 19-06598	201908 310-51300-48000 PH & MEETING NOTICE 8/7	JACKSONVILLE DAILY RECORD	*	933.50	933.50 000051
8/27/19	00002	8/07/19 19-06633	201908 310-51300-48000 RFQ CONSTRUCTION MANAGER	JACKSONVILLE DAILY RECORD	*	245.00	245.00 000052
TOTAL FOR BANK A						1,178.50	
TOTAL FOR REGISTER						1,178.50	

CYBL -CYPRESS BLUF' HSMITH

# Jacksonville Daily Record

*A Division of*  
**DAILY RECORD & OBSERVER, LLC**

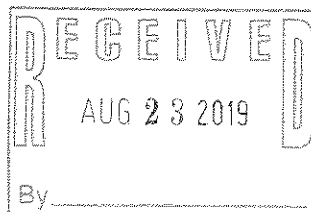
10 N. Newnan Street  
P.O. Box 1769  
Jacksonville, FL 32201  
(904) 356-2466

## INVOICE

August 6, 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 #	19-06598D	PO/File #		\$933.50
Notice of Public Hearing, etc.; and Notice of Regular Board of Supervisors' Meeting				Amount Due
Cypress Bluff Community Development District				Amount Paid
				\$933.50
				Payment Due
Case Number				
Publication Dates	8/6,13			
County	Duval			

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

*For your convenience, you  
may remit payment at  
[jaxdailyrecord.com/send-payment](http://jaxdailyrecord.com/send-payment).*

Your notice can be found on the world wide web at [www.jaxdailyrecord.com](http://www.jaxdailyrecord.com)

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





# Jacksonville Daily Record

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**DAILY RECORD & OBSERVER, LLC**

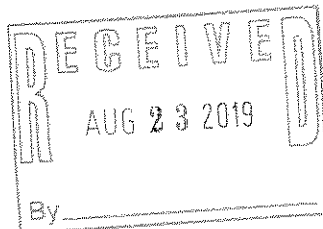
10 N. Newnan Street  
P.O. Box 1769  
Jacksonville, FL 32201  
(904) 356-2466

## INVOICE

August 7, 2019

Date

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



1,315.1348  
2

Payment Due Upon Receipt

Serial #	19-06633D	PO/File #		\$245.00
				Amount Due
	Request for Qualifications for Construction Manager At Risk Services for Amenity Center			
				Amount Paid
	Cypress Bluff Community Development District			\$245.00
				Payment Due
Case Number				
Publication Dates	8/7			
County	Duval			

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

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may remit payment at  
[jaxdailyrecord.com/send-payment](http://jaxdailyrecord.com/send-payment).*

Your notice can be found on the world wide web at [www.jaxdailyrecord.com](http://www.jaxdailyrecord.com)

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

**Preliminary Proof Of Legal Notice**  
**(This is not a proof of publication.)**

*Please read copy of this advertisement and advise us of any necessary corrections before further publications.*

**CYPRESS BLUFF  
COMMUNITY  
DEVELOPMENT DISTRICT  
REQUEST FOR  
QUALIFICATIONS FOR  
CONSTRUCTION MANAGER  
AT RISK SERVICES FOR  
AMENITY CENTER**

**Duval County, Florida**

The Cypress Bluff Community Development District ("District") is soliciting qualification documents detailing qualifications to provide Construction Manager At Risk Services for the construction of an Amenity Center ("Project"). The selected Construction Management firm ("CM") will provide preconstruction services and function as a General Contractor responsible for competitively bidding trade contracts, all scheduling and coordination of the Project, and the successful, timely, and economical completion of the Project, as more particularly described in the Request for Qualifications Package ("RFQ"). To be eligible to submit qualification documents ("Response"), and in addition to any other requirements set forth in the RFQ, an interested firm must: (i) hold all required local, state and federal licenses in good standing; (ii) be authorized to do business in Duval County and the State of Florida; and (iii) have previously worked on at least one amenity center facility worth at least Three Million Dollars (\$3,000,000.00).

The RFQ may be downloaded from the District Engineer's website at <https://etmnc.exavault.com/share/view/1l1lt-ah8gc2jk>. Respondents must provide contact information in order to download the RFQ and, in that way, will be added to the District's distribution list for the RFQ and any subsequent addenda thereto. The District reserves the right in its sole discretion to make changes to the RFQ up until the time of the opening, and to provide notice of such changes only to those Respondents who have downloaded an RFQ.

Each firm desiring to submit a response to the RFQ must submit an electronic copy of the firm's response on a flash drive, and in a PDF format, along with one original and eight (8) copies of the firm's response, no later than 2:00 p.m., August, 21st, 2019 to the District Engineer c/o England-Thims & Miller, Inc., 14776 St. Augustine Road, Jacksonville, Florida 32258, ATTN: Bradley Weeber, P.E. ("District Engineer's Office"). The District Engineer will conduct a special public meeting at 2:30 p.m. on August 21, 2019 at the District Engineer's Office to open the responses and read the names of the Respondents, which names will be posted to the District's website shortly thereafter. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not

limited to Chapter 190, *Florida Statutes*. A copy of the agenda for the meeting may be obtained from the District Engineer. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Engineer at least forty-eight (48) hours before the meeting by contacting the District Engineer. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Engineer.

Responses will be evaluated in accordance with the criteria included in the RFQ. The District reserves the right to reject any and all responses, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the Project in phases, and waive minor or technical irregularities in any proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.

Any protest of the RFQ must be filed with the District Engineer's Office within 72 hours of download of the RFQ, together with a protest bond in a form acceptable to the District and in the amount of Fifty Thousand Dollars (\$50,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with bearing and defending the protest. Failure to timely file a protest will result in a waiver of proceedings under Chapter 190, *Florida Statutes*, and other law. Additional requirements for filing a protest can be found in the District's *Rules of Procedure*, which are available upon request.

The successful respondent will be required upon the successful negotiation of a contract to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract (as described in the RFQ), with a surety acceptable to the District, in accordance with Section 255.05, *Florida Statutes*.

Any and all questions relative to this RFQ or the Project shall be directed in writing by e-mail only to Bradley Weeber, P.E. [weeberb@etmnc.com](mailto:weeberb@etmnc.com), with e-mail copies to Mikey White at [mwhite@parcgroup.net](mailto:mwhite@parcgroup.net), and Katie Buchanan at [katieb@hgsllaw.com](mailto:katieb@hgsllaw.com). No phone inquiries please.

Cypress Bluff Community  
Development District  
Bradley Weeber, P.E.,  
District Engineer

Aug. 7

00(19-06633D)