

*Cypress Bluff
Community Development District*

May 26, 2020

AGENDA

*Cypress Bluff
Community Development District
Revised Agenda*

Tuesday
May 26, 2020
1:30 p.m.

Meeting via Zoom
Dial-In: (646) 876-9923
Online: <https://zoom.us/j/97610822801>
Meeting ID#: 976 1082 2801
www.CypressBluffCDD.com

- I. Call to Order
- II. Public Comment
- III. Approval of Minutes of the April 28, 2020 Meeting
- IV. Ratification of Agreement with Sunstate for Landscape and Irrigation Installation at the E-Town Interchange
- V. Ratification of Construction Funding Agreement with E-Town Development, Inc. for Landscape and Irrigation Installation at the E-Town Interchange
- VI. Consideration of Resolution 2020-10, Approving a Proposed Budget for Fiscal Year 2021 and Setting a Public Hearing Date for Adoption
- VII. Consideration of Resolution 2020-11, Designating a Date, Time and Location for a Landowner's Meeting and Election
- VIII. Consideration of Interlocal Agreement with the Duval County Property Appraiser and Tax Collector for Uniform Collection and Enforcement of Non-Ad Valorem Assessment
- IX. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - 1. Ratification of Requisition No. 1 Series 2019 Parcel E3A Bonds
 - 2. Consideration of Requisition Nos. 2-4 Series 2019 Parcel E3A Bonds
 - 3. Consideration of Change Order No. 1 - Carlton Construction

C. District Manager – Report on the Number of Registered Voters (47)

X. Financials Reports

A. Balance Sheet and Income Statement

B. Check Register

XI. Other Business

XII. Supervisor's Requests and Audience Comments

XIII. Next Scheduled Meeting – June 23, 2020 at 1:30 p.m. using Zoom video/telephone conference

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, April 28, 2020 at 1:30 p.m. using *Zoom* media technology pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020 and March 20, 2020 respectively, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*.

Present and constituting a quorum were:

Richard Ray	Chairman
John Holmes	Vice Chairman
Chris Price	Supervisor
Steven Grossman	Supervisor
John Hewins	Supervisor

Also present were:

Jim Perry	District Manager
Katie Buchanan	District Counsel
Brad Weeber	District Engineer
Joe Muhl	PARC Group
Mikey White	PARC Group
David Ray	GMS
Ernesto Torres	GMS

The following is a summary of the discussions and actions taken at the April 28, 2020 meeting. An audio copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment

There were no members of the public in attendance.

THIRD ORDER OF BUSINESS

Approval of Minutes

A. February 25, 2020 Meeting

B. April 13, 2020 Special Meeting

There were no comments on the minutes.

On MOTION by Mr. Richard Ray seconded by Mr. Grossman with all in favor the minutes of the February 25, 2020 Board of Supervisors meeting and April 13, 2020 special meeting were approved.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2020-09,
Ratifying the Sale of Bonds**

Mr. Perry stated the sale of the bonds occurred on April 15th. The par value of the bonds was \$7,705,000. The resolution is just a standard form resolution ratifying that sale.

On MOTION by Mr. Richard Ray seconded by Mr. Grossman with all in favor Resolution 2020-09, ratifying the sale of the bonds was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Amendment to the
Disclosure of Public Financing**

Mr. Perry stated the disclosure will be revised to reflect the issuance of the 2020 bonds. A copy of that is included in your agenda package.

On MOTION by Mr. Richard Ray seconded by Mr. Grossman with all in favor the amendment to the disclosure of public financing was approved.

SIXTH ORDER OF BUSINESS

**Consideration of Authorizing Resolution
for Establishment of a Florida PRIME
Account**

Mr. Perry stated the account will be with the State Board of Administration for our operating funds.

On MOTION by Mr. Richard Ray seconded by Mr. Hewins with all in favor the resolution authorizing establishment of a Florida PRIME account was approved.

SEVENTH ORDER OF BUSINESS

**Ratification of Agreement with Sunstate for
Landscape and Irrigation Installation**

Ms. Buchanan stated we are going back and taking another look at the scope of work that we are undertaking so we would request the Chairman have the authority to execute the contract between meetings and then we will bring it back for ratification.

On MOTION by Mr. Price seconded by Mr. Grossman with all in favor authorizing the Chair to execute the Sunstate contract between meetings was approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being nothing to report, the next item followed.

B. District Engineer

1. Ratification of Requisition Nos. 36-41

Copies of the requisitions signed and processed between meetings were included in the agenda package.

On MOTION by Mr. Grossman seconded by Mr. Richard Ray with all in favor requisitions 36 through 41 were ratified.

2. Consideration of Requisition Nos. 42-44

Copies of the requisitions were included in the agenda package.

On MOTION by Mr. Richard Ray seconded by Mr. Grossman with all in favor requisitions 42 through 44 were approved.

C. District Manager

Mr. Perry stated we've started working on the budget for next year and we will bring that to the Board for consideration of approval at the next meeting in May.

NINTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet and Income Statement

B. Check Register

Mr. Perry gave an overview of the financial reports and check registers, copies of which were included in the agenda package.

On MOTION by Mr. Grossman seconded by Mr. Richard Ray with all in favor the check register for expenditures through February 29, 2020 was approved.

On MOTION by Mr. Richard Ray seconded by Mr. Grossman with all in favor the check register for expenditures through March 31, 2020 was approved.
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TENTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS

Next Scheduled Meeting – May 26, 2020 at 1:30 p.m. at the Duval County Southeast Regional Library

Mr. Perry stated we will let you know if we will be holding the meeting physically for via Zoom again.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Holmes seconded by Mr. Richard Ray with all in favor the meeting was adjourned.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

**AGREEMENT FOR LANDSCAPE AND IRRIGATION INSTALLATION
AND MATERIALS BY AND BETWEEN CYPRESS BLUFF COMMUNITY
DEVELOPMENT DISTRICT AND SUNSTATE NURSERY & LANDSCAPING, INC.**

THIS AGREEMENT is made and entered into this 15th day of May, 2020, by and between:

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

Sunstate Nursery and Landscaping, Inc., a Florida corporation, with an address of 9362 Phillips Highway, Jacksonville, Florida 32256 ("Contractor").

RECITALS

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

WHEREAS, the District desires to retain an independent contractor to perform landscape and irrigation installation services and provide materials associated therewith, as more particularly described in this Agreement and on the attached **Composite Exhibit A** ("Project"), and Contractor represents that it is capable of providing such materials and services and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The duties, obligations, and responsibilities of the Contractor are to provide the services, labor, materials and warranties necessary to complete the Project ("Services"). The Services shall include, but are not limited, to the installation of the plant material and irrigation improvements in accordance with the plans more particularly identified as *State Road 9B & E-Town Interchange Irrigation Plans* and *State Road 9B & E-Town Interchange Landscape Plans* ("Plans"). Contractor shall coordinate the Services with other contractors performing work for the District. Contractor shall coordinate with the District's contractor(s) in the location and installation of all landscape material, irrigation systems, controllers, meters and other appurtenances that may be required for a complete and

operational scope of work. Should any questions arise as to the coordination required, the Contractor shall consult with the District's Designee, as defined below. Contractor shall locate all utilities prior to performing the Work and shall maintain necessary erosion control measures during the term of its Work. Additionally:

- A. The Contractor shall report directly to the District's Designee who shall be the District Manager, Jim Perry. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth herein and in **Composite Exhibit A**. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- B. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- C. The District is relying on the Contractor as the expert in this field. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.

SECTION 3. TIMING. Contractor shall commence the Services upon the District's issuance of a written notice to proceed and the Project shall be substantially and fully complete within the number of days set forth in the notice to proceed. The term "substantially complete" as used herein shall mean the time at which the Project has progressed to the point where, in the opinion of the District, the Project is sufficiently complete, in accordance with this Agreement, so that the Project can be utilized for the purposes for which they are intended. The term "fully complete" as used herein shall mean the time at which the Services are finished in their entirety and, in the opinion of the District, no further work on the part of the Contractor is necessary to finish the Project in accordance with this Agreement. Contractor shall notify the District Designee in writing immediately upon recognizing any potential for a delay delivering its work caused by itself or another contractor. Due to current construction projects and schedules at the project site, the Contractor and District recognize that time is of the essence of this Agreement and that District will suffer financial loss if the Project is not completed within the times set forth in the notice(s) to proceed. Contractor must coordinate its work with others performing work for the District as the District directs. Contractor will work overtime or extra shifts as necessary to meet the timeframe provided for herein. The Project may be completed in phases.

SECTION 4. PAYMENT FOR SERVICES. Total compensation for supplying all of the Services described herein and in attached **Composite Exhibit A** shall not exceed **One Million Two Hundred Twenty Four Thousand Five Hundred Sixty Six Dollars (\$1,224,566)**. If the Project is constructed in phases, then cost for the respective phases shall not exceed the costs

reflected on Exhibit A. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within twenty-five (25) days upon receipt of the invoice by the District or as otherwise provided for under the Local Government Prompt Payment Act, Sections 218.70 et seq., Fla. Stat. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 5. CHANGE ORDERS. Contractor understands that the Project may be constructed in phases, reduced, enlarged or otherwise modified in scope. Contractor shall only provide Services for those phases authorized by a notice to proceed. If any additional services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District or the District Manager's designee. Contractor shall not perform any service omitted from the Agreement by deductive change order. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event this is a unit price Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in this Agreement. In the event this Agreement is not a unit price agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor. All change orders shall be in the form attached hereto as **Exhibit B**.

SECTION 6. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all workmanship and materials shall be of good quality, and free from faults and defects. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Project, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials provided under this Agreement are found to be defective, deficient or not in accordance with the Agreement, and without intending to limit any other remedies, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Further, the Contractor hereby assigns all manufacturers'

warranties to the District, and shall provide evidence of the same with the Contractor's submittal of the Final Payment Application.

Contractor hereby covenants to the District that it shall perform the services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interests of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use of, nor infringe, any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 7. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District and Eastland Timber, LLC, and the officers, supervisors, agents, staff, and representatives of the foregoing shall be named as additional insured parties. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable

insurance carrier, licensed to conduct business in the state of Florida. At no time shall Contractor be without insurance in the above amounts. Contractor shall, without interruption, maintain insurance for professional liability for errors and omissions for at least five (5) years after the completion or termination of this Agreement.

If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 8. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

SECTION 9. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. ENFORCEMENT OF AGREEMENT. In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to Contractor:** Sunstate Nursery & Landscaping, Inc.
9362 Phillips Highway
Jacksonville, Florida 32256
Attn: _____
- B. If to District:** Cypress Bluff Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager
- With a copy to:** Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any

time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 17. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Duval County, Florida.

SECTION 19. INDEMNIFICATION.

A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and Eastland Timber, LLC as well as their directors, officers, supervisors, staff, employees, representatives and agents against any and all claims, damages, liabilities, losses, costs, or harm of any kind including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, or other persons employed or utilized by Contractor in the performance of this Agreement up to the amount of one million

dollars. By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.

C. Contractor hereby acknowledges, agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, Florida Statutes, or other statute or law. This Article shall survive any termination of this Agreement.

SECTION 20. TERM. This Agreement shall become effective as of the date first above written, and shall terminate upon completion of the Services set forth herein and in any amendment hereto, unless cancelled earlier, pursuant to Section 21 below.

SECTION 21. CANCELLATION. The District shall have the right to cancel this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason. Contractor shall have the right to cancel this Agreement upon thirty (30) days written notice mailed to the District at the address written above stating a failure of the District to perform in accordance with the terms of this Agreement. The District's liability upon cancellation or termination of this Agreement shall be limited to paying for the reasonable value of labor and materials physically incorporated into the Services up to the effective date of cancellation, along with the value of materials specifically fabricated by Contractor for the Services up to the date the notice of cancellation or termination was given, though not incorporated in the Services, but not reasonably usable elsewhere, less payments already made to Contractor, as Contractor's sole means of recovery for cancellation.

SECTION 22. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 23. PUBLIC RECORDS. Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jim Perry ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are

transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, JPERRY@GMSNF.COM, OR AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 26. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Landscape and Irrigation Installation and Materials Agreement on the day and year first written above.

Attest:

**CYPRESS BLUFF COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary




Chair/Vice Chair, Board of Supervisors


Richard T. Ray

Witness

**SUNSTATE NURSERY & LANDSCAPING,
INC.**



PETER WALKER
Print Name

By: 

Print Name: *PAUL WASSNER*
Title: *MEMBER*

Composite Exhibit A: Proposals & Plans
Exhibit B: Form of Change Order

**COMPOSITE EXHIBIT A
(Proposal & Plans)**



Mike White
Cypress Bluff CDD
4314 Pablo Oaks Court
Jacksonville, Florida 32224

RE: E-Town Interchange
Date: April 22, 2020

PROPOSAL

East :

Landscape:

- Landscape Installation per plans and specifications. \$226,098.00

Irrigation:

- Irrigation Installation per plans and specifications. \$59,060.00
- Total \$ 285,158.00**

West :

Landscape:

- Landscape Installation per plans and specifications. \$130,440.00

Irrigation:

- Irrigation Installation per plans and specifications. \$32,009.00
- Total \$162,449.00**

North/South :

Landscape:

- Landscape Installation per plans and specifications. \$584,746.00

Irrigation:

- Irrigation Installation per plans and specifications. \$192,213.00
- Total \$776,959.00**

TOTAL \$1,224,566.00

[ADD LIST OF PLANS]

EXHIBIT B

Change Order No. _____

Date of Issuance: _____ Effective Date: _____

Project:	District:	District's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: Working days Calendar days
	Substantial completion (days or date):
\$	Ready for final payment (days or date):
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
\$	Substantial completion (days):
	Ready for final payment (days):
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$	Substantial completion (days or date):
	Ready for final payment (days or date):
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$	Substantial completion (days or date):
	Ready for final payment (days or date):
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$	Substantial completion (days or date):
	Ready for final payment (days or date):

ACCEPTED:

By:

District (Authorized Signature)

Date:

ACCEPTED:

By:

Contractor (Authorized Signature)

Date:

Date:

FIFTH ORDER OF BUSINESS

**CONSTRUCTION FUNDING AGREEMENT BETWEEN
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT
AND E-TOWN DEVELOPMENT, INC.**

THIS AGREEMENT is made and entered into this 15th day of May 2020, by and between:

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

E-TOWN DEVELOPMENT, INC., a Florida limited liability company, whose address is 4314 Pablo Oaks Court, Jacksonville, Florida 32224 (“Developer”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the City Council of the City of Jacksonville, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the Developer is the developer of certain lands located within the boundaries of the District (“**Development**”) upon which the District's improvements have been or will be made; and

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

WHEREAS, the District is anticipated to be without sufficient funds available to provide for the installation of landscaping and irrigation improvements described in **Exhibit A** (collectively, “**Project**”); and

WHEREAS, in order to induce the District to proceed at this time with the Project, the Developer desires to provide the funds necessary to enable the District to proceed with the Project if and when the District does not have available funds to proceed with the Project.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

2. FUNDING. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the feasibility analysis, design and engineering

of the Project, as may be may be amended. Additional costs stemming from amendment to the Project are subject to the Developer's approval. Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's construction account with such depository as determined by the District. Notwithstanding anything to the contrary contained herein, Developer will have no input regarding the feasibility analysis, design or engineering of the Project or any construction of the Project and the District and its engineers, architects and contractors shall be solely responsible for the feasibility analysis, design, engineering, and construction of the Project and for all decisions, actions and omissions related to the feasibility analysis, design, engineering and construction of the Project. The District shall indemnify, defend and hold harmless the Developer from and against any claims, causes of action, damages, costs or expenses related to the feasibility analysis, design, engineering or construction of the Project.

3. DEFERRED COSTS. To the extent that the funding of the Project now or hereafter qualifies for reimbursement by the District to Developer, including, without limitation, as a "**Deferred Cost**" as defined in any Supplemental Trust Indenture or amendment thereto (the "**Indenture**") entered into by the District, the District and Developer hereby reserve the right to reimburse the funding provided for herein with funds available and permitted to be used for such purpose, including, without limitation any funds on deposit in the Deferred Cost Subaccount established by the Indenture, whether such funds are presently available or become available in the future.

4. DEFAULT. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

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

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

9. NOTICES. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

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

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Katie S. Buchanan

B. If to Developer: E-Town Development, Inc.
4314 Pablo Oaks Court
Jacksonville, Florida 32224
Attn: Gregory Barbour

With a copy to: Gunster Yoakley & Stewart, P.A.
225 Water Street, Suite 1750
Jacksonville, FL 32202-5185
Attn: Spencer N. Cummings

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

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

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

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

13. EFFECTIVE DATE. The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.


15. COUNTERPARTS. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

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

Attest:

**CYPRESS BLUFF COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Richard T. Ray
Chairman, Board of Supervisors

E-TOWN DEVELOPMENT, INC.

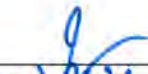
By: 
Name: John V. Davis
Title: Vice President

Exhibit A: Description of Project

EXHIBIT A

The landscape and irrigation work limited to the East portion of the scope of work totaling \$285,158 as identified in the *Agreement for Landscape and Irrigation Installation and Materials by and between the Cypress Bluff Community Development District and Sunstate Nursery & Landscaping, Inc. dated May 15, 2020*

SIXTH ORDER OF BUSINESS

RESOLUTION 2020-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Cypress Bluff Community Development District ("**District**") prior to June 15, 2020, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("**Fiscal Year 2020/2021**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: July 28, 2020

HOUR: 1:30 p.m.

The hearing may be conducted remotely, pursuant to Zoom media technology and/or by telephone pursuant to Executive Orders 20-52, 20-69, and 20-112 issued by Governor DeSantis on March 9, 2020, March 20, 2020, and April 29, 2020, as such orders may be extended, respectively, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*. In the event that conditions allow the meeting to be held in person, it will be held at the following location:

LOCATION:

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

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

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

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

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

PASSED AND ADOPTED THIS 26TH DAY OF MAY, 2020.

ATTEST:

**CYPRESS BLUFF COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Cypress Bluff
Community Development District

Proposed Budget FY 2021



Cypress Bluff

Community Development District

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Cypress Bluff
Community Development District
General Fund
Proposed Operating Budget

Description	Adopted Budget FY2020	Actuals as of 4/30/20	Projected Next 5 Months	Total Projected 9/30/20	Proposed Budget FY2021
<u>Revenues</u>					
Operation & Maintenance Assessments	\$ 782,618	\$ 603,088	\$ 179,530	\$ 782,618	\$ 782,618
Developer Contributions	\$ -	\$ 10,784	\$ -	\$ 10,784	\$ -
Total Revenues	\$ 782,618	\$ 613,872	\$ 179,530	\$ 793,402	\$ 782,618
<u>Expenditures</u>					
<u>Administrative</u>					
Supervisor Fees	\$ 12,000	\$ 3,600	\$ 5,000	\$ 8,600	\$ 12,000
FICA Expense	\$ 918	\$ 230	\$ 305	\$ 535	\$ 918
Engineering	\$ 3,000	\$ 2,336	\$ 500	\$ 2,836	\$ 3,000
Arbitrage	\$ 800	\$ -	\$ 600	\$ 600	\$ 800
Dissemination Agent	\$ 4,000	\$ 2,333	\$ 1,665	\$ 3,998	\$ 4,000
Attorney	\$ 30,000	\$ 17,674	\$ 10,000	\$ 27,674	\$ 30,000
Annual Audit	\$ 8,000	\$ 1,000	\$ 3,500	\$ 4,500	\$ 8,000
Assessment Roll	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
Trustee Fees	\$ 15,000	\$ 6,000	\$ -	\$ 6,000	\$ 15,000
Management Fees	\$ 45,000	\$ 26,250	\$ 18,750	\$ 45,000	\$ 45,000
Information Technology	\$ 2,000	\$ 1,750	\$ 1,250	\$ 3,000	\$ 3,000
Telephone	\$ 5,000	\$ 89	\$ 150	\$ 239	\$ 3,175
Postage	\$ 500	\$ 580	\$ 500	\$ 1,080	\$ 1,200
Printing & Binding	\$ 6,000	\$ 1,082	\$ 775	\$ 1,857	\$ 6,000
Insurance	\$ 5,000	\$ 5,125	\$ -	\$ 5,125	\$ 5,125
Legal Advertising	\$ 5,000	\$ 1,612	\$ 1,000	\$ 2,612	\$ 5,000
Other Current Charges	\$ 5,250	\$ 102	\$ 500	\$ 602	\$ 5,250
Office Supplies	\$ 600	\$ 67	\$ 75	\$ 142	\$ 600
Dues, Licenses & Subscriptions	\$ 325	\$ 175	\$ -	\$ 175	\$ 325
Website design/compliance	\$ 1,000	\$ 1,750	\$ -	\$ 1,750	\$ 1,000
Total Administrative	\$ 154,393	\$ 76,753	\$ 44,570	\$ 121,323	\$ 154,393
<u>Grounds Maintenance</u>					
Pond Maintenance (Water Quality)	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000
Landscape Maintenance	\$ 315,000	\$ 105,129	\$ 85,735	\$ 190,864	\$ 315,000
Landscape Contingency	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
Pump Maintenance	\$ 3,550	\$ -	\$ -	\$ -	\$ 3,550
Reclaimed Water	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
Irrigation Repairs	\$ 4,000	\$ -	\$ -	\$ -	\$ 4,000
Landscape Reserves	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
Other Repairs and Maintenance	\$ 6,000	\$ -	\$ -	\$ -	\$ 6,000
Total Grounds Maintenance	\$ 393,550	\$ 105,129	\$ 85,735	\$ 190,864	\$ 393,550

Cypress Bluff
Community Development District
General Fund
Proposed Operating Budget

Description	Adopted Budget FY2020	Actuals as of 4/30/20	Projected Next 5 Months	Total Projected 9/30/20	Proposed Budget FY2021
<u>Amenity</u>					
Insurance	\$ 12,500	\$ -	\$ -	\$ -	\$ 12,500
Field Service Operations	\$ 35,000	\$ -	\$ -	\$ -	\$ 35,000
Lifestyle Operations	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000
Pool Maintenance	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
Pool Chemicals	\$ 12,000	\$ -	\$ -	\$ -	\$ 12,000
Interim Facility Staffing	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
Janitorial Services	\$ 28,000	\$ -	\$ -	\$ -	\$ 28,000
Refuse	\$ 4,200	\$ -	\$ -	\$ -	\$ 4,200
Security and Gate Maintenance	\$ 4,500	\$ -	\$ -	\$ -	\$ 4,500
Facility Maintenance	\$ 8,000	\$ -	\$ -	\$ -	\$ 8,000
Elevator Maintenance	\$ 6,000	\$ -	\$ -	\$ -	\$ 6,000
Cable and Utilities	\$ 5,500	\$ -	\$ -	\$ -	\$ 5,500
Licenses and Permits	\$ 1,475	\$ -	\$ -	\$ -	\$ 1,475
Repairs & Maintenance	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Special Events	\$ 3,000	\$ -	\$ -	\$ -	\$ 3,000
Holiday Decorations	\$ 1,500	\$ -	\$ -	\$ -	\$ 1,500
Fitness Center R&M	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Reserve for Amenities	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
Other Current Charges	\$ 3,000	\$ -	\$ -	\$ -	\$ 3,000
Total Amenity	\$ 234,675	\$ -	\$ -	\$ -	\$ 234,675
Total Expenditures	\$ 782,618	\$ 181,882	\$ 130,305	\$ 312,187	\$ 782,618
Excess Revenues (Expenditures)	\$ -	\$ 431,990	\$ 49,225	\$ 481,215	\$ -

Development Type	Number of Units	FY 20-21 O&M Assessments Per Category	FY 20-21 O&M Assessments Per Unit (net)	FY 20-21 O&M Assessments Per Unit (gross)*
Active Adult	345	\$ 112,124	\$ 325.00	\$ 351.35
Residential	1,341	\$ 670,494	\$ 500.00	\$ 540.54
Total Residential	1,686	\$ 782,618		

* Includes provision for the early payment discount of 4% and Duval County collection costs of 4%.

Cypress Bluff

Community Development District

General Fund Budget

REVENUES:

Developer Contributions/Assessments

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

EXPENDITURES:

Administrative:

Supervisor Fees & FICA Expense

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

Engineering Fees

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

Arbitrage

The District is required to annually have an arbitrage rebate calculation on the District's Series 2019 Special Assessment Revenue Bonds.

Dissemination

The District has contracted with GMS, LLC to act as the Dissemination Agent for the District to prepare the Annual Disclosure Report required by the Security and Exchange Commission in order to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Attorney

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

Annual Audit

The District is required annually to conduct an audit of its financial records.

Assessment Roll

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

Trustee Fees

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

Management Fees

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

Cypress Bluff

Community Development District

General Fund Budget

Information Technology

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

Telephone

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

Postage

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

Printing & Binding

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

Insurance

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

Legal Advertising

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

Other Current Charges

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

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

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

Website Compliance

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

Grounds Maintenance:

Pond Maintenance (Water Quality)

Estimated costs to maintain ponds in the District.

Landscape Maintenance

Estimated costs related to maintain the common areas of the District.

Landscape Contingency

Estimated costs for other landscape maintenance incurred by the district.

Pump Maintenance

Estimated costs related to maintain the irrigation pumps in the District.

Cypress Bluff

Community Development District

General Fund Budget

Reclaimed Water

Estimated costs for irrigation by the district for reuse water billed by JEA .

Irrigation Repairs

Estimated miscellaneous irrigation maintenance and repair costs.

Landscape Reserves

For additional landscape services and possible storm cleanup.

Other Repairs and Maintenance

Estimated costs for other repairs and maintenance incurred by the district.

Amenity:

Insurance

Estimated Property Insurance policy from Florida Insurance Alliance.

Field Services Operations

Estimated costs to provide field operations management to oversee all day-to-day operation of all the Districts assets, common grounds, and service providers

Lifestyle Operations

Estimated costs to provide general amenity management

Pool Maintenance

Estimated costs to maintain the Amenity swimming pools

Pool Chemicals

Cost related to pool chemicals for the maintenance of the Amenity Center Swimming Pools.

Interim Facility Staffing

Estimated costs to provide community facility staff for the amenity center to greet patrons, providing facility tours, issuance of access cards and policy enforcement.

Janitorial Services

Estimated costs for janitorial services for the District

Refuse

Estimated costs for garbage disposal services for the District.

Security and Gate Maintenance

Estimated maintenance costs of the security cameras and gate.

Facility Maintenance

Estimated costs to provide maintenance and repairs necessary for upkeep of the Amenity Center and common grounds area.

Elevator Maintenance

Estimated costs to provide maintenance and repairs necessary for upkeep of the Amenity Center elevator

Cypress Bluff

Community Development District

General Fund Budget

Electric

Estimated costs for electric billed to the District by FPL.

Water/Sewer/Irrigation

Estimated costs for sewer, water, and irrigation billed to the District by JEA.

Cable

Estimated costs for cable and internet in the Amenity Center

License and Permits

Represents license fees for the amenity center and permit fees paid to the Florida Department of Health in St. Johns County for the swimming pools.

Repair and Replacements

Any costs related to miscellaneous repairs and maintenance that occur during the fiscal year.

Special Events

Represents estimated costs for the District to host special events for the community through the Fiscal Year.

Holiday Decorations

Represents estimated costs for the District to decorate the Amenity center for the holidays.

Fitness Center R&M

Estimated costs to provide maintenance and repairs necessary for upkeep of the Amenity Fitness Center

Reserve for Amenities

Establishment of general reserve to fund future replacement.

Other Current Charges

Represents miscellaneous costs incurred by the District.

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

Description	Adopted Budget FY2020	Actuals as of 4/30/20	Projected Next 5 Months	Total Projected 9/30/20	Proposed Budget FY2021
Revenues					
Special Assessments	\$ 731,680	\$ 575,103	\$ 156,577	\$ 731,680	\$ 731,680
Interest Income	\$ -	\$ 3,444	\$ 1,500	\$ 4,944	\$ 2,000
Carry Forward Surplus	\$ 274,991	\$ 277,334	\$ -	\$ 277,334	\$ 279,812
Total Revenues	\$ 1,006,671	\$ 855,880	\$ 158,077	\$ 1,013,958	\$ 1,013,492
Expenditures					
<i>Series 2019</i>					
Interest Expense 11/1	\$ 269,573	\$ 269,573	\$ -	\$ 269,573	\$ 265,917
Principal Expense 5/1	\$ 195,000	\$ -	\$ 195,000	\$ 195,000	\$ 200,000
Interest Expense 5/1	\$ 269,573	\$ -	\$ 269,573	\$ 269,573	\$ 265,917
Total Expenditures	\$ 734,146	\$ 269,573	\$ 464,573	\$ 734,146	\$ 731,834
Excess Revenues/(Expenditures)	\$ 272,525	\$ 586,307	\$ (306,496)	\$ 279,812	\$ 281,658

11/1/21 Interest Payment \$ 262,166.88

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

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

Period Ending	Principal	Annual Principal	Interest Rate	Interest	Annual Debt
11/1/20				\$ 265,916.88	\$ 730,490.01
5/1/21	\$11,040,000	\$ 200,000	3.75%	\$ 265,916.88	
11/1/21				\$ 262,166.88	\$ 728,083.76
5/1/22	\$10,840,000	\$ 210,000	3.75%	\$ 262,166.88	
11/1/22				\$ 258,229.38	\$ 730,396.26
5/1/23	\$10,630,000	\$ 215,000	3.75%	\$ 258,229.38	
11/1/23				\$ 254,198.13	\$ 727,427.51
5/1/24	\$10,415,000	\$ 225,000	3.75%	\$ 254,198.13	
11/1/24				\$ 249,979.38	\$ 729,177.51
5/1/25	\$10,190,000	\$ 235,000	4.125%	\$ 249,979.38	
11/1/25				\$ 245,132.50	\$ 730,111.88
5/1/26	\$ 9,955,000	\$ 245,000	4.125%	\$ 245,132.50	
11/1/26				\$ 240,079.38	\$ 730,211.88
5/1/27	\$ 9,710,000	\$ 255,000	4.125%	\$ 240,079.38	
11/1/27				\$ 234,820.00	\$ 729,899.38
5/1/28	\$ 9,455,000	\$ 265,000	4.125%	\$ 234,820.00	
11/1/28				\$ 229,354.38	\$ 729,174.38
5/1/29	\$ 9,190,000	\$ 275,000	4.125%	\$ 229,354.38	
11/1/29				\$ 223,682.50	\$ 728,036.88
5/1/30	\$ 8,915,000	\$ 290,000	4.125%	\$ 223,682.50	
11/1/30				\$ 216,577.50	\$ 730,260.00
5/1/31	\$ 8,625,000	\$ 305,000	4.90%	\$ 216,577.50	
11/1/31				\$ 209,105.00	\$ 730,682.50
5/1/32	\$ 8,320,000	\$ 320,000	4.90%	\$ 209,105.00	
11/1/32				\$ 201,265.00	\$ 730,370.00
5/1/33	\$ 8,000,000	\$ 335,000	4.90%	\$ 201,265.00	
11/1/33				\$ 193,057.50	\$ 729,322.50
5/1/34	\$ 7,665,000	\$ 350,000	4.90%	\$ 193,057.50	
11/1/34				\$ 184,482.50	\$ 727,540.00
5/1/35	\$ 7,315,000	\$ 370,000	4.90%	\$ 184,482.50	
11/1/35				\$ 175,417.50	\$ 729,900.00
5/1/36	\$ 6,945,000	\$ 390,000	4.90%	\$ 175,417.50	
11/1/36				\$ 165,862.50	\$ 731,280.00
5/1/37	\$ 6,555,000	\$ 410,000	4.90%	\$ 165,862.50	

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

Period Ending	Principal	Annual Principal	Interest Rate	Interest	Annual Debt
11/1/37				\$ 155,817.50	\$ 731,680.00
5/1/38	\$ 6,145,000	\$ 430,000	4.90%	\$ 155,817.50	
11/1/38				\$ 145,282.50	\$ 731,100.00
5/1/39	\$ 5,715,000	\$ 450,000	4.90%	\$ 145,282.50	
11/1/39				\$ 134,257.50	\$ 729,540.00
5/1/40	\$ 5,265,000	\$ 475,000	5.10%	\$ 134,257.50	
11/1/40				\$ 122,145.00	\$ 731,402.50
5/1/41	\$ 4,790,000	\$ 500,000	5.10%	\$ 122,145.00	
11/1/41				\$ 109,395.00	\$ 731,540.00
5/1/42	\$ 4,290,000	\$ 525,000	5.10%	\$ 109,395.00	
11/1/42				\$ 96,007.50	\$ 730,402.50
5/1/43	\$ 3,765,000	\$ 550,000	5.10%	\$ 96,007.50	
11/1/43				\$ 81,982.50	\$ 727,990.00
5/1/44	\$ 3,215,000	\$ 580,000	5.10%	\$ 81,982.50	
11/1/44				\$ 67,192.50	\$ 729,175.00
5/1/45	\$ 2,635,000	\$ 610,000	5.10%	\$ 67,192.50	
11/1/45				\$ 51,637.50	\$ 728,830.00
5/1/46	\$ 2,025,000	\$ 640,000	5.10%	\$ 51,637.50	
11/1/46				\$ 35,317.50	\$ 726,955.00
5/1/47	\$ 1,385,000	\$ 675,000	5.10%	\$ 35,317.50	
11/1/47				\$ 18,105.00	\$ 728,422.50
5/1/48	\$ 710,000	\$ 710,000	5.10%	\$ 18,105.00	
11/1/48				\$ -	\$ 728,105.00
Total		\$ 11,565,000		\$ 10,320,768.37	\$ 21,157,663.37

SEVENTH ORDER OF BUSINESS

RESOLUTION 2020-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Richard Ray	2022
2	John Hewins	2022
3	Steve Grossman	2020
4	John Holmes	2020
5	Chris Price	2020

This year, Seat 3, currently held by Steve Grossman, Seat 4, currently held by John Holmes, and Seat 5, currently held by Chris Price, are subject to election by landowners in November 2020. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on November 3, 2020, at _____ a/p.m., and located at _____.

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

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting

and election have been announced by the Board at its May 26, 2020 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at **England Thims & Miller, 14775 Old St. Augustine Road, Jacksonville, Florida 32258**, or at the office of the District Manager, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, Ph: (904) 940-5850.

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

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 26TH DAY OF MAY, 2020.

**CYPRESS BLUFF COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

CHAIRMAN / VICE CHAIRMAN

SECRETARY / ASST. SECRETARY

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Cypress Bluff Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 1,273.92 acres, located east of U.S. Highway 9B, south of R.G. Skinner Parkway, and north of Philips Highway in the City of Jacksonville, Duval County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 3, 2020
TIME: _____
PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, Ph: (904) 940-5850 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Jim Perry
District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **Tuesday, November 3, 2020**

TIME: _____ .M.

LOCATION:

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT
DUVAL COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 3, 2020**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Cypress Bluff Community Development District to be held at _____, on November 3, 2020, at _____ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes:

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT
DUVAL COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 3, 2020

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Cypress Bluff Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Date: _____

Signed: _____

Printed Name: _____

EIGHTH ORDER OF BUSINESS

Prepared by and return recorded original to:
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, FL 32202

**INTERLOCAL AGREEMENT BY AND AMONG
DUVAL COUNTY PROPERTY APPRAISER,
DUVAL COUNTY TAX COLLECTOR, AND
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT
FOR UNIFORM COLLECTION AND ENFORCEMENT
OF NON-AD VALOREM ASSESSMENT**

THIS INTERLOCAL AGREEMENT (the “Agreement”), made and entered into on this _____ day of _____, 2020, by and among the Duval County Property Appraiser, whose principal office is located at 231 East Forsyth Street, Suite 270, Jacksonville, Florida 32202 (the “Property Appraiser”); the Duval County Tax Collector, whose principal office is located at 231 East Forsyth Street, Suite 200, Jacksonville, Florida 32202 (the “Tax Collector”); and the Cypress Bluff Community Development District, an independent special district established in accordance with Chapter 190, Florida Statutes, whose principal address is Cypress Bluff Community Development District, c/o James Perry, 475 W. Town Place, Suite 114, St. Augustine, Florida 32092 (the “District”).

WITNESSETH:

WHEREAS, Chapter 190, Florida Statutes, authorizes the establishment of a community development district, that is a special district created by ordinance of a county or municipal governing body having jurisdiction over the special district and that has such powers as established by ordinance of the county or municipality creating the special district; and

WHEREAS, Sections 190.021 and 190.022, Florida Statutes, allows the District to provide for the collection and enforcement of non-ad valorem assessments in accordance with Chapter 197, Florida Statutes; and

WHEREAS, in accordance with Chapter 190, Florida Statutes, the City Council enacted Ordinances 2018-335-E, 2019-434-E and 2019-599-E, establishing the District for the limited purpose of constructing, acquiring, financing, equipping, maintaining and/or operating certain infrastructure improvements within the boundaries of the District, including special powers to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and security, and authorizing the District to levy a special assessment on real property within the District to provide for the same; and

WHEREAS, Section 197.3632, Florida Statutes, requires the District to enter into an agreement with the Property Appraiser and the Tax Collector for reimbursement of necessary administrative costs incurred by the Property Appraiser and the Tax Collector in the levy, collection and enforcement of non-ad valorem assessments; and

WHEREAS, Section 92.21, Jacksonville Ordinance Code, authorizes the Property Appraiser and Tax Collector to execute a contract in a form approved by the Office of General Counsel; and

WHEREAS, the District, in accordance with the requirements of Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, adopted Resolution Nos. 2018-35 and 2020-04 on September 25, 2018 and January 28, 2020 respectively, expressing its intent to use the uniform method of levy, collection and enforcement; and the District agrees to perform all requirements of law for utilizing the uniform method of levying and collecting non-ad valorem assessments;

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the sufficiency of the sums, covenants and other valuable consideration being hereby acknowledged by the parties, the absence of any of which this Agreement would not be executed, the Property Appraiser, the Tax Collector and the District agree as follows:

1. **Term.** The term of this Agreement shall commence upon execution, to be effective for the 2021 tax year, and, thereafter, to continue from year to year, for one-year periods, until any party provides thirty (30) days' notice, in accordance with this Agreement, in writing to the other parties of its intent to terminate for future tax years, or until the District provides notice of its intent to discontinue using the uniform method of collecting the Assessment.

2. **Duties and Responsibilities of the District, the Property Appraiser, and the Tax Collector.**

2.1 The District, by January 10 of the first year that the special assessment is to be collected, shall provide to the Property Appraiser and the Tax Collector by United States mail a copy of the District's resolution adopting the uniform method of collecting its non-ad valorem assessment (the "Assessment"), unless the parties agree to an extension of time in accordance with section 197.3632(3)(a), Florida Statutes. If the District intends to discontinue using the uniform method of collecting the Assessment in any subsequent tax year, the District shall notify the Property Appraiser, the Tax Collector and the Department of Revenue, in writing by January 10, in accordance with Section 197.3632(6), Florida Statutes, and Rule 12D-18.006(3), Florida Administrative Code.

2.2 The District, by January 10, shall provide to the Property Appraiser the legal description of the District's boundaries on which the Assessment is to be levied for that tax year, unless the parties agree to an extension of time in accordance with Section 197.3632(3)(a), Florida Statutes. The District shall also identify those land areas within the District's geographical boundaries that are to be excluded from the Assessment based upon government ownership or other exemption.

2.3 The Property Appraiser, by June 1, shall provide to the District the names and addresses of the owners of all parcels within the District's boundaries, a brief legal description of the property, and the real estate or property identification number, using the uniform method pursuant to Section 197.3632(3)(b), Florida Statutes. The Property Appraiser is not required to provide any information that is not on the ad valorem roll submitted by the Property Appraiser to the

Department of Revenue each year. If the District determines that the information supplied by the Property Appraiser is insufficient for the District's purpose, the District shall obtain additional information from any other source, at no expense to the Property Appraiser or the Tax Collector. The Property Appraiser is not responsible for incorporating any additional information into its assessment roll certified to the Tax Collector.

2.4 The District, by August 1, shall provide to the Property Appraiser, on a compatible electronic medium approved by the Property Appraiser, the official per-unit or per-parcel Assessment as adopted by the District. If the District is levying more than one Assessment per unit or parcel, the District must provide the Property Appraiser with one total amount per unit or parcel. The Property Appraiser is only responsible for certifying to the Tax Collector one total Assessment amount per unit or parcel located within the District.

2.5 The Property Appraiser, by October 30, shall prepare an assessment roll containing the District's Assessment and certify same to the Tax Collector.

2.6 The Tax Collector shall collect the Assessment in accordance with Sections 197.3632 and 197.3635, Florida Statutes.

3. The District's Payment for Administrative Costs.

3.1 The District shall pay the Tax Collector two percent (2%) of the total Assessment collected for the Tax Collector's administrative costs, and shall pay such additional amounts as may be authorized by statute, which shall be withheld from the Assessment collected by the Tax Collector prior to distribution to the District.

3.2 The District shall pay the Property Appraiser one and one-half percent (1.5%) of the total Assessment collected by the Tax Collector for the Property Appraiser's administrative costs, and shall pay such additional amounts as may be authorized by statute, which shall be withheld from the Assessment collected by the Tax Collector prior to distribution to the District.

3.3 If the Assessment cannot be merged into a combined notice for ad valorem taxes and non-ad valorem assessments, as provided in Section 197.3632(7), Florida Statutes, the District shall be liable for all costs associated with separate notice, which costs shall be in addition to those payments to the Tax Collector and the Property Appraiser for administrative costs, as set forth above. The District shall reimburse the Tax Collector within ten (10) days of receipt of invoices for the additional costs of separate notice, or the Tax Collector may withhold same from the Assessment collected prior to distribution to the District and provide the District with documentation of the additional costs. Alternatively, the Tax Collector may direct the District to mail separate notices. The District shall also be liable for all costs associated with any errors or omissions by the District that necessitate a correction to the roll.

3.4 If the District does not notify the Property Appraiser and the Tax Collector by January 10 of its intent to discontinue the uniform method of collecting the Assessment, the District shall pay the Property Appraiser and the Tax Collector for the cost of administration, up to the time of notification and termination of this Agreement, an amount as determined by the Property Appraiser

and Tax Collector, but no greater than the amounts paid by the District to the Property Appraiser and the Tax Collector for the prior tax year.

4. **Notice.** Whenever written notice is required pursuant to this Agreement, such notice shall be in writing; delivered by one of the following methods: (1) in person with receipt confirmation, (2) by certified United States Mail, return receipt requested, or (3) by recognized courier service with receipt confirmation; and delivered to the following:

Property Appraiser:	Duval County Property Appraiser 231 E. Forsyth Street, Suite 270 Jacksonville, FL 32202
---------------------	---

Tax Collector:	Duval County Tax Collector 231 E. Forsyth Street, Suite 200 Jacksonville, FL 32202
----------------	--

District:	Cypress Bluff Community Development District c/o James Perry 475 W. Town Place, Suite 114 St. Augustine, Florida 32092
-----------	---

Notice shall be effective when received at an address as specified above. Changes in the respective addresses to which such notice is directed may be made by written notice.

5. **Indemnification.** To the extent allowed by law, the District shall indemnify, defend and hold harmless the Property Appraiser and the Tax Collector, and their respective officers, employees and agents, from claims, demands, suits, actions, costs and expenses on account of injury or damage to person or property arising out of the negligent acts or omissions of the District and its directors, officers, employees and agents in connection with or resulting from the performance or attempted performance of its duties and responsibilities under this Agreement. This indemnification is subject to and governed by the provisions and limitations of Section 768.28, Florida Statutes, and shall not be considered a further waiver of the limited waiver of sovereign immunity contained therein.

6. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement between the parties hereto. No statement, representation, writing, understanding, agreement, course of action or course of conduct made by any party, or any representative of any party, shall be binding against any other party unless expressed herein. No change, amendment, waiver or discharge to this Agreement, or any of the terms, provisions and conditions hereof, shall be valid and binding unless in writing and signed by an authorized officer or representative of the parties against whom such change, amendment, waiver or discharge is sought to be enforced.

7. **Preparation of Agreement.** The parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement; therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement.

8. **Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida. The venue of any legal action brought or filed relating to any matter arising under this Agreement will be exclusively in the federal and state courts sitting in Duval County, Florida, having jurisdiction.

9. **Severability.** In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any provision is held invalid by a court with jurisdiction over the parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable laws. The remainder of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, the provisions of this section will not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

10. **Nonwaiver.** Failure by a party at any time to require strict performance by another party of any provisions hereof does not release that party from its obligations under the Agreement and does not affect the right of a party, thereafter, to enforce the same.

11. **Force Majeure.** "Force Majeure" means any event beyond the control of a party which results in the failure of some performance under this Agreement including, but not limited to: drought, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage or strike. No party shall be considered to be in breach in respect of any obligation hereunder (other than the obligation to pay amounts due to another party under or pursuant to this Agreement) to the extent such failure of performance shall be due to a Force Majeure event. The party affected by a Force Majeure event shall give written notice to the other parties, within five (5) days of the commencement of non-performance due to a Force Majeure event, identifying the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect.

12. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of and shall be binding upon the Property Appraiser, the Tax Collector and the District, and no right, privilege, claim or cause of action shall accrue upon, to or for the benefit of any third party.

13. **Incorporation of Recitals.** The recitals set forth above and all applicable laws, rules and regulations are incorporated into and constitute a part of this Agreement.

14. **Section Headings.** Section headings appearing in this Agreement are inserted for convenience of reference only and shall not be construed as interpretation of text.

15. **Execution in Counterparts.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, constitutes an original, and such counterparts together constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers, duly authorized, as of the day and year first written above.

**CYPRESS BLUFF COMMUNITY
DEVELOPMENT DISTRICT**

Richard T. Ray
Chairman

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by Richard T. Ray, as (title) Chairman, who ☐ is personally known to me or ☐ produced _____ as identification.

(Print name)
Notary Public, State of Florida at Large

**DUVAL COUNTY
PROPERTY APPRAISER**

Jerry Holland
Property Appraiser

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2019, by Jerry Holland, Duval County Property Appraiser, who ☐ is personally known to me or ☐ produced _____ as identification.

(Print name) _____
Notary Public, State of Florida at Large

**DUVAL COUNTY
TAX COLLECTOR**

Jim Overton
Tax Collector

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by Jim Overton, Duval County Tax Collector, who ☐ is personally known to me or ☐ produced _____ as identification.

(Print name) _____
Notary Public, State of Florida at Large

Form Approved

Office of General Counsel

NINTH ORDER OF BUSINESS

B.

Cypress Bluff Community Development District

May 26, 2020

1. Ratification of Requisition No. 1
Series 2019 Acquisition and Construction Parcel E3A Bonds
2. Consideration of Requisition Nos. 2 - 4
Series 2019 Acquisition and Construction Parcel E3A Bonds
3. Consideration of Change Order No. 1 (Carlton Construction, Inc.)
eTown Swim & Fitness (Recharge)

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

**Cypress Bluff Community Development District
Series 2019 Acquisition and Construction Parcel E3A Bonds**

REQUISITION SUMMARY

Tuesday, May 26, 2020

Series 2019 Acquisition and Construction Parcel E3A Bonds - To Be Ratified

5/18/2020	1	Carlton Construction, Inc.	eTown Swim & Fitness (Recharge) Application No. 4	\$ 215,771.13
2019 Acquisition and Construction Parcel E3A Bonds To Be RATIFIED MAY 26, 2020				\$215,771.13
Series 2019 Acquisition and Construction Parcel E3A Bonds - To Be Approved				
5/26/2020	2	Connelly & Wicker, Inc.	Professional services related to e-Town Amenity - Invoice 19010014-14	\$1,394.96
5/26/2020	3	Carlton Construction, Inc.	eTown Swim & Fitness (Recharge) Application No. 5	\$490,830.80
5/26/2020	4	England-Thims & Miller, Inc.	Consulting Engineering Services for Construction Projects (WA#4) Invoice 194131	\$1,455.00
2019 Acquisition and Construction Parcel E3A Bonds To Be APPROVED MAY 26, 2020				\$493,680.76
TOTAL REQUISITIONS TO BE APPROVED MAY 26, 2020				\$709,451.89

3.



4615 U.S. Highway 17, Suite 1
Fleming Island FL 32003
904-284-8321
License: CGC 1508883

Change Order

Change Order#: 1

Change Order Date: 05/06/2020

Project: eTown Swim & Fitness(Recharge)
10571 Cypress eTown Parkway
Jacksonville FL 32256

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

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Specifications Attached ☐

Subcontractor quote attached ☐

Ordered By: 14 Clinton Thomas

Description of change: Site Work Changes

Description of Work	Amount
Earthwork Changes	14,822.16
Set Electrical Manhole	5,700.00
Tree Removal & Drainage	5,837.50
Water Service Changes	2,712.50
Playground Underdrain Changes	1,283.16
Install JEA Electrical Primary Infrastructure	16,450.00
Liability Insurance	210.62
P&P Bond	470.16
CM Fee (7%)	3,324.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

50,810.10

The original Contract Sum was	4,959,822.28
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	4,959,822.28
The Contract Sum will be changed by this Change Order	50,810.10
The new Contract Sum including this Change Order will be	5,010,632.38
The Contract Time will be changed by	0 Days

Owner: _____

Date: _____

Contractor: _____

Date: 05-06-20

ENGINEER:  5/7/2020

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President

TITLE: Bid Set to Construction Set - Earthwork Changes

DATE: 4/14/2020

PROJECT: E-Town Amenity Center

VCC JOB #: 2019-67

TO: Clint Thomas

No.: 001

Carlton Construction
4615 US Hwy 17 Suite 1
Fleming Island, FL 32003

Item	Description	Qty.	Units	Unit Price	Total
1	Earthwork Changes - Additional Site Cut	1,487.00	CY	\$2.64 \$	3,925.68
2	Earthwork Changes - Additional Place & Compact	3,706.00	CY	\$1.12 \$	4,150.72
3	Earthwork Changes - Additional Pond Excavation	2,219.00	CY	\$3.04 \$	6,745.76

Total \$ 14,822.16

Original Contract Amount	\$	869,945.00
Contract Adjustment from this Change	\$	14,822.16
Contract Adjustment from previous Changes(s)	\$	-
Revised Contract Total	\$	884,767.16

AGREED:

Vallencourt Construction Company, Inc.

Carlton Construction

By:


Stan Bates, Vice President

By:

Signature & Title

Date:

4/14/2020

Date:

2/26/2020

Marcus McNarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President

TITLE: Electric Manhole

DATE: 4/14/2020

PROJECT: E-Town Amenity Center

VCC JOB #: 2019-67

TO: Clint Thomas

No.: 002

Carlton Construction
4615 US Hwy 17 Suite 1
Fleming Island, FL 32003

Item	Description	Qty.	Units	Unit Price	Total
1	Set Electric Manhole	1.00	LS	\$5,700.00 \$	5,700.00
2					
3					

Total \$ 5,700.00

Original Contract Amount	\$	869,945.00
Contract Adjustment from this Change	\$	5,700.00
Contract Adjustment from previous Changes(s)	\$	14,822.16
Revised Contract Total	\$	890,467.16

AGREED:

Vallencourt Construction Company, Inc.

Carlton Construction

By:


Stan Bates, Vice President

By:

Signature & Title

Date:

4/14/2020

Date:

2/26/2020

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President

TITLE: Electric Manhole

DATE: 4/14/2020

PROJECT: E-Town Amenity Center

VCC JOB #: 2019-67

TO: Clint Thomas

No.: 003

Carlton Construction
4615 US Hwy 17 Suite 1
Fleming Island, FL 32003

Item	Description	Qty.	Units	Unit Price	Total
1	Tree Removal	4.00	EA	\$550.00 \$	2,200.00
2	6" Roof Drain & Fittings	75.00	LF	\$48.50 \$	3,637.50

Total \$ 5,837.50

Original Contract Amount	\$	869,945.00
Contract Adjustment from this Change	\$	5,837.50
Contract Adjustment from previous Changes(s)	\$	20,522.16
Revised Contract Total	\$	896,304.66

AGREED:

Vallencourt Construction Company, Inc.

Carlton Construction

By:


Stan Bates, Vice President

By:

Signature & Title

Date:

4/14/2020

Date:

2/26/2020

Marcus McNarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President

TITLE: Various Field Changes

DATE: 4/14/2020

PROJECT: E-Town Amenity Center

VCC JOB #: 2019-67

TO: Clint Thomas

No.: 004

Carlton Construction
4615 US Hwy 17 Suite 1
Fleming Island, FL 32003

Item	Description	Qty.	Units	Unit Price	Total
1	2" Tee for Irrigation	6.00	EA	\$150.00 \$	900.00
2	1" Tee for Plumber	3.00	EA	\$125.00 \$	375.00
3	Raise FFE fo Bldg. 1'	1.00	LS	\$637.50 \$	637.50
4	Water Service Revision for Transformer	1.00	LS	\$ 800.00 \$	800.00

Total \$ 2,712.50

Original Contract Amount	\$	869,945.00
Contract Adjustment from this Change	\$	2,712.50
Contract Adjustment from previous Changes(s)	\$	26,359.66
Revised Contract Total	\$	899,017.16

AGREED:

Vallencourt Construction Company, Inc.

Carlton Construction

By:


Stan Bates, Vice President

By:

Signature & Title

Date:

4/14/2020

Date:

2/26/2020

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President

TITLE: Playground Drainage Revision

DATE: 4/22/2020

PROJECT: E-Town Amenity Center

VCC JOB #: 2019-67

TO: Clint Thomas

No.: 005

Carlton Construction
4615 US Hwy 17 Suite 1
Fleming Island, FL 32003

Item	Description	Qty.	Units	Unit Price	Total
1	6" Underdrain	34.00	LF	\$37.74 \$	1,283.16

Total	\$	1,283.16
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Original Contract Amount	\$	869,945.00
Contract Adjustment from this Change	\$	1,283.16
Contract Adjustment from previous Changes(s)	\$	29,075.16
Revised Contract Total	\$	900,303.32

AGREED:

Vallencourt Construction Company, Inc.

Carlton Construction

By:


Stan Bates, Vice President

By:

Signature & Title

Date:

4/22/2020

Date:

2/26/2020

Change Order #02



EC-0001925

P.O. BOX 8567 FLEMING ISLAND FL 32006-0014

Phone 904-541-1000 Fax 904-215-3475

Date: 5/6/2020

To: Clint

Of (company): Carlton

City, State, Zip: _____

Good until: _____

Project name: Recharge

We propose to furnish all material and perform all labor necessary to complete the following:

pick up & install JEA primary conduits from existing manhole at Etown Parkway.

Run conduit thru newly installed manhole onto transformer location

install transformer pad

Ground both new manhole and transformer pad

overall length of service from transformer location to building has increased

Extra cost for conduit , wire and install

We propose to furnish material and labor, complete in accordance with above specifications, for the sum of: sixteen thousand four hundred fifty Dollars \$ 16,450

Payments to be made as follows: _____

Contractor's signature: _____

Keith A. Dease

Acceptance of proposal - The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner's signature: _____

Date: _____

C.



OFFICE OF THE SUPERVISOR OF ELECTIONS

MIKE HOGAN
SUPERVISOR OF ELECTIONS
OFFICE: (904) 630-7757
CELL: (904) 219-8924

105 EAST MONROE STREET
JACKSONVILLE, FLORIDA 32202
FAX (904) 630-2920
E-MAIL: MHOGAN@COJ.NET

May 7, 2020

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

Dear James,

The information requested on April 21, 2020 appears below:

Cypress Bluff Community Development District 47 Registered Voters

If you have any questions or need additional assistance, please contact Robert Phillips at 904-630-8018 or phillips@coj.net.

Sincerely,

Brenda Byles
Candidate and Records Assistant

TENTH ORDER OF BUSINESS

A.

Cypress Bluff

Community Development District

Unaudited Financial Reporting
April 30, 2020



TABLE OF CONTENTS

1	<u>Balance Sheet</u>
2-3	<u>General Fund Income Statement</u>
4	<u>Debt Service Income Statement</u>
5	<u>Capital Projects Income Statement</u>
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8	<u>Long Term Debt Report</u>
9	<u>Assessment Receipt Schedule</u>

Cypress Bluff
Community Development District
Combined Balance Sheet
April 30, 2020

Governmental Fund Types

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Totals (Memorandum Only) 2020</u>
<u>Assets:</u>				
Cash	\$430,894	---	---	\$430,894
Due from Developer	\$10,784	---	---	\$10,784
Investments:				
Reserve	---	\$365,840	---	\$365,840
Principal	---	\$195,000	---	\$195,000
Revenue	---	\$136,277	---	\$136,277
Interest	---	\$269,573	---	\$269,573
Acquisition & Construction- Parcel E3A	---	---	\$934,560	\$934,560
Acquisition & Construction- Parcel E5	---	---	\$2,082,577	\$2,082,577
Acquisition & Construction- Parcel E7A	---	---	\$1,648,707	\$1,648,707
Acquisition & Construction- Sold Parcels	---	---	\$28,998	\$28,998
Acquisition & Construction	---	---	\$4,001	\$4,001
Cost of Issuance	---	---	---	\$0
Due From General Fund	---	---	---	\$0
Due from Debt Service	\$14,543	---	---	\$14,543
Total Assets	<u>\$456,222</u>	<u>\$966,690</u>	<u>\$4,698,844</u>	<u>\$6,121,756</u>
<u>Liabilities:</u>				
Accounts Payable	\$0	---	---	\$0
Due to Debt Service	---	---	---	\$0
Due to General Fund	---	\$14,543	---	\$14,543
Due to Other	---	---	---	\$0
FICA Payable	\$92	---	---	\$92
<u>Fund Balances:</u>				
Nonspendable	---	---	---	\$0
Restricted for Debt Service	---	\$952,147	---	\$952,147
Unassigned	\$456,130	---	\$4,698,844	\$5,154,973
Total Liabilities and Fund Equity	<u>\$456,222</u>	<u>\$966,690</u>	<u>\$4,698,844</u>	<u>\$6,121,756</u>

Cypress Bluff
Community Development District
Statement of Revenues & Expenditures
For The Period Ending April 30, 2020

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 4/30/20	ACTUAL THRU 4/30/20	VARIANCE
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Revenues:

Operation & Maintenance Assessments	\$782,618	\$603,088	\$603,088	\$0
Bondholder Contributions	\$0	\$0	\$10,784	\$10,784

Total Revenues	\$782,618	\$603,088	\$613,872	\$10,784
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Expenditures

Administrative

Supervisor Fees	\$12,000	\$7,000	\$3,600	\$3,400
FICA Expense	\$918	\$536	\$230	\$306
Engineering	\$3,000	\$1,750	\$2,336	(\$586)
Arbitrage	\$800	\$467	\$0	\$467
Dissemination Agent	\$4,000	\$2,333	\$2,333	\$0
Attorney	\$30,000	\$17,500	\$17,674	(\$174)
Annual Audit	\$8,000	\$4,667	\$1,000	\$3,667
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Trustee Fees	\$15,000	\$8,750	\$6,000	\$2,750
Management Fees	\$45,000	\$26,250	\$26,250	\$0
Information Technology	\$2,000	\$1,167	\$1,750	(\$583)
Telephone	\$5,000	\$2,917	\$89	\$2,828
Postage	\$500	\$292	\$580	(\$288)
Printing & Binding	\$6,000	\$3,500	\$1,082	\$2,418
Insurance	\$5,000	\$5,000	\$5,125	(\$125)
Legal Advertising	\$5,000	\$2,917	\$1,612	\$1,305
Other Current Charges	\$5,250	\$3,063	\$102	\$2,961
Office Supplies	\$600	\$350	\$67	\$283
Dues, Licenses & Subscriptions	\$325	\$175	\$175	\$0
Website design/compliance	\$1,000	\$583	\$1,750	(\$1,167)

Total Administrative	\$154,393	\$94,215	\$76,753	\$17,461
-----------------------------	------------------	-----------------	-----------------	-----------------

Grounds Maintenance

Pond Maintenance (Water Quality)	\$15,000	\$8,750	\$0	\$8,750
Landscape Maintenance	\$315,000	\$183,750	\$105,129	\$78,621
Landscape Contingency	\$20,000	\$11,667	\$0	\$11,667
Pump Maintenance	\$3,550	\$2,071	\$0	\$2,071
Reclaimed Water	\$20,000	\$11,667	\$0	\$11,667
Irrigation Repairs	\$4,000	\$2,333	\$0	\$2,333
Landscape Reserves	\$10,000	\$5,833	\$0	\$5,833
Other Repairs and Maintenance	\$6,000	\$3,500	\$0	\$3,500

Total Grounds Maintenance	\$393,550	\$229,571	\$105,129	\$124,442
----------------------------------	------------------	------------------	------------------	------------------

Cypress Bluff
Community Development District
Statement of Revenues & Expenditures
For The Period Ending April 30, 2020

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 4/30/20	ACTUAL THRU 4/30/20	VARIANCE
<u>Amenity</u>				
Insurance	\$12,500	\$7,292	\$0	\$7,292
Field Service Operations	\$35,000	\$20,417	\$0	\$20,417
Lifestyle Operations	\$40,000	\$23,333	\$0	\$23,333
Pool Maintenance	\$20,000	\$11,667	\$0	\$11,667
Pool Chemicals	\$12,000	\$7,000	\$0	\$7,000
Interim Facility Staffing	\$30,000	\$17,500	\$0	\$17,500
Janitorial Services	\$28,000	\$16,333	\$0	\$16,333
Refuse	\$4,200	\$2,450	\$0	\$2,450
Security and Gate Maintenance	\$4,500	\$2,625	\$0	\$2,625
Facility Maintenance	\$8,000	\$4,667	\$0	\$4,667
Elevator Maintenance	\$6,000	\$3,500	\$0	\$3,500
Cable and Utilities	\$5,500	\$3,208	\$0	\$3,208
Licenses and Permits	\$1,475	\$860	\$0	\$860
Repairs & Maintenance	\$5,000	\$2,917	\$0	\$2,917
Special Events	\$3,000	\$1,750	\$0	\$1,750
Holiday Decorations	\$1,500	\$875	\$0	\$875
Fitness Center R&M	\$5,000	\$2,917	\$0	\$2,917
Reserve for Amenities	\$10,000	\$5,833	\$0	\$5,833
Other Current Charges	\$3,000	\$1,750	\$0	\$1,750
Total Amenity	\$234,675	\$136,894	\$0	\$136,894
Total Expenditures	\$782,618	\$460,679	\$181,882	\$278,797
Excess Revenues/Expenses	\$0		\$431,990	
Fund Balance - Beginning	\$0		\$24,140	
Fund Balance - Ending	\$0		\$456,130	

Cypress Bluff
Community Development District
Debt Service Fund
Statement of Revenues & Expenditures
For The Period Ending April 30, 2020

Description	PRORATED		ACTUAL	VARIANCE
	ADOPTED BUDGET	BUDGET THRU 4/30/20		

Revenues

Special Assessments- Direct	\$731,680	\$575,103	\$575,103	\$0
Special Assessments- Tax Collector	\$0	\$0	\$0	\$0
Assessments- Prepayments	\$0	\$0	\$0	\$0
Interest Income	\$0	\$0	\$3,444	\$3,444

Total Revenues	\$731,680	\$575,103	\$578,546	\$3,444
-----------------------	------------------	------------------	------------------	----------------

Expenditures

Series 2019

Interest-11/1	\$269,573	\$269,573	\$269,573	\$0
Principal-5/1	\$195,000	\$0	\$0	\$0
Interest-5/1	\$269,573	\$0	\$0	\$0

Total Expenditures	\$734,146	\$269,573	\$269,573	\$0
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Excess Revenues (Expenditures)	(\$2,466)		\$308,973	
---------------------------------------	------------------	--	------------------	--

Fund Balance - Beginning	\$274,991		\$643,174	
---------------------------------	------------------	--	------------------	--

Fund Balance - Ending	\$272,525		\$952,147	
------------------------------	------------------	--	------------------	--

Cypress Bluff
Community Development District
Capital Projects Fund
Statement of Revenues & Expenditures
For The Period Ending April 30, 2020

Description	ACTUAL 4/30/20
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Revenues:

Interest	\$47,867
----------	----------

Total Revenues	\$47,867
-----------------------	-----------------

Expenditures

Capital Outlay	\$3,795,989
Cost of Issuance	\$0

Total Expenditures	\$3,795,989
---------------------------	--------------------

Excess Revenues (Expenditures)	(\$3,748,122)
---------------------------------------	----------------------

Fund Balance - Beginning	\$8,446,966
---------------------------------	--------------------

Fund Balance - Ending	\$4,698,844
------------------------------	--------------------

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

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Revenues:													
Operations & Maintenance Assessments	\$0	\$66,249	\$304,060	\$146,780	\$0	\$85,999	\$0	\$0	\$0	\$0	\$0	\$0	\$603,088
Bondholder Contributions	\$10,547	\$237	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,784
Total Revenues	\$10,547	\$66,487	\$304,060	\$146,780	\$0	\$85,999	\$0	\$0	\$0	\$0	\$0	\$0	\$613,872
Expenditures:													
<u>Administrative</u>													
Supervisor Fees	\$0	\$1,000	\$0	\$600	\$1,000	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$3,600
FICA Expense	\$0	\$61	\$0	\$46	\$61	\$0	\$61	\$0	\$0	\$0	\$0	\$0	\$230
Engineering	\$138	\$316	\$291	\$0	\$194	\$1,398	\$0	\$0	\$0	\$0	\$0	\$0	\$2,336
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination Agent	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$0	\$0	\$0	\$0	\$0	\$2,333
Attorney	\$11,364	\$1,362	\$1,043	\$2,066	\$1,839	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,674
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$1,000
Assessment Roll	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Trustee Fees	\$0	\$0	\$0	\$0	\$6,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000
Management Fees	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$0	\$0	\$0	\$0	\$0	\$26,250
Information Technology	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$0	\$0	\$0	\$0	\$0	\$1,750
Telephone	\$0	\$34	\$0	\$13	\$0	\$32	\$10	\$0	\$0	\$0	\$0	\$0	\$89
Postage	\$18	\$127	\$0	\$109	\$9	\$174	\$144	\$0	\$0	\$0	\$0	\$0	\$580
Printing & Binding	\$115	\$2	\$273	\$46	\$199	\$394	\$53	\$0	\$0	\$0	\$0	\$0	\$1,082
Insurance	\$5,125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,125
Legal Advertising	\$300	\$90	\$826	\$90	\$90	\$86	\$130	\$0	\$0	\$0	\$0	\$0	\$1,612
Other Current Charges	\$100	\$102	\$100	\$51	\$130	(\$380)	\$0	\$0	\$0	\$0	\$0	\$0	\$102
Office Supplies	\$15	\$0	\$18	\$0	\$15	\$18	\$0	\$0	\$0	\$0	\$0	\$0	\$67
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Website design/compliance	\$1,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,750
Total Administrative	\$28,433	\$7,427	\$6,884	\$7,352	\$13,870	\$6,055	\$6,732	\$0	\$0	\$0	\$0	\$0	\$76,753
<u>Grounds Maintenance</u>													
Pond Maintenance (Water Quality)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape Maintenance	\$11,587	\$14,812	\$14,812	\$14,812	\$14,812	\$17,147	\$17,147	\$0	\$0	\$0	\$0	\$0	\$105,129
Landscape Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pump Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reclaimed Water	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Irrigation Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Repairs and Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Grounds Maintenance	\$11,587	\$14,812	\$14,812	\$14,812	\$14,812	\$17,147	\$17,147	\$0	\$0	\$0	\$0	\$0	\$105,129

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

Amenity

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Field Service Operations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lifestyle Operations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pool Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pool Chemicals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interim Facility Staffing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Janitorial Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Refuse	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security and Gate Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Elevator Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cable and Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Licenses and Permits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Repairs & Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Events	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Holiday Decorations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fitness Center R&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reserve for Amenities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Amenity	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenditures	\$40,020	\$22,239	\$21,696	\$22,164	\$28,682	\$23,202	\$23,879	\$0	\$0	\$0	\$0	\$0	\$181,882
Excess Revenues (Expenditures)	(\$29,473)	\$44,248	\$282,364	\$124,616	(\$28,682)	\$62,797	(\$23,879)	\$0	\$0	\$0	\$0	\$0	\$431,990

Cypress Bluff
Community Development District
Long Term Debt Report

Series 2019 Special Assessments Revenue Bonds	
Interest Rate:	3.75-5.1%
Maturity Date:	5/1/2048
Reserve Fund Definition:	50% Max Annual Debt
Reserve Fund Requirement:	\$365,840.00
Reserve Fund Balance:	\$365,840.00
Bonds outstanding - 9/30/2018	\$11,565,000
Mandatory Principal- 5/1/2019	(\$330,000)
Current Bonds Outstanding	\$11,235,000

CYPRESS BLUFF CDD
OFF ROLL ASSESSMENTS

\$ 273,998

DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	O&M	DEBT SERVICE
12/4/19	12/1/19	1368	\$ 136,999	\$ 136,999	\$ 136,999	\$ -
1/30/20	2/1/20	1381	\$ 68,499	\$ 68,499	\$ 68,499	\$ -
	5/1/20		\$ 68,499	\$ -	\$ -	\$ -
			\$ 273,998	\$ 205,498	\$ 205,498	\$ -

\$ 110,999 \$ 172,002

DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	O&M	DEBT SERVICE
12/10/19	12/1/19	2884687	\$ 141,500	\$ 141,500	\$ 55,500	\$ 86,001
12/10/19	2/1/20	2884687	\$ 70,750	\$ 70,750	\$ 27,750	\$ 43,000
12/10/19	5/1/20	2884687	\$ 70,750	\$ 70,750	\$ 27,750	\$ 43,000
			\$ 283,001	\$ 283,001	\$ 110,999	\$ 172,002

\$ 132,499 \$ 196,795

DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	O&M	DEBT SERVICE
11/1/19	12/1/19	10225479	\$ 164,647	\$ 164,647	\$ 66,249	\$ 98,397
	2/1/20		\$ 82,323	\$ -	\$ -	\$ -
	5/1/20		\$ 82,323	\$ -	\$ -	\$ -
			\$ 329,294	\$ 164,647	\$ 66,249	\$ 98,397

\$ 112,124 \$ 129,674

DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	O&M	DEBT SERVICE
12/4/19	12/1/19	91281512	\$ 120,899	\$ 120,899	\$ 56,062	\$ 64,837
1/21/20	2/1/20	91282586	\$ 60,449	\$ 60,449	\$ 28,031	\$ 32,419
	5/1/20		\$ 60,449	\$ -	\$ -	\$ -
			\$ 241,798	\$ 181,348	\$ 84,093	\$ 97,256

\$ 85,999 \$ 130,163

DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	O&M	DEBT SERVICE
3/9/20	12/1/19	559	\$ 108,081	\$ 65,082	\$ 43,000	\$ 65,082
3/9/20	2/1/20	559	\$ 54,041	\$ 32,541	\$ 21,500	\$ 32,541
3/9/20	5/1/20	559	\$ 54,041	\$ 32,541	\$ 21,500	\$ 32,541
			\$ 216,163	\$ 130,163	\$ 85,999	\$ 130,163

\$ 66,999 \$ 103,046

DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	O&M	DEBT SERVICE
1/22/20	12/1/19	97	\$ 85,023	\$ 85,023	\$ 33,500	\$ 51,523
1/22/20	2/1/20	1115	\$ 42,511	\$ 42,511	\$ 16,750	\$ 25,762
	5/1/20		\$ 42,511	\$ -	\$ -	\$ -
			\$ 170,046	\$ 127,534	\$ 50,250	\$ 77,285

FY20 Assessed	\$ 782,618	\$ 731,680
Less: Collected	<u>\$(603,088)</u>	<u>\$(575,103)</u>
Total Outstanding	<u>\$ 179,530</u>	<u>\$ 156,577</u>
Percentage Collected	77%	79%

CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT
Fiscal Year 2020 Summary of Series 2019 & O&M Assessment Receipts

ASSESSED TO	ASSESSED				RECEIVED			
	# UNITS ASSESSED	SERIES 2019 DEBT NET	O&M NET	TOTAL NET ASMTS	SERIES 2019 DEBT PAID	O&M PAID	TOTAL ASMTS PAID	BALANCE DUE
EASTLAND TIMBER LLC	548	-	273,997.72	273,997.72	-	273,997.72	273,997.72	-
DRP CND ICI LLC	222	172,001.71	110,999.08	283,000.79	172,001.71	110,999.08	283,000.79	-
TOLL SOUTHEAST LP COMPANY INC.	265	196,794.75	132,498.89	329,293.64	196,794.75	132,498.89	329,293.64	-
PULTE HOME CORPORATION	345	129,674.00	112,123.56	241,797.56	129,674.00	112,123.56	241,797.56	-
ES-HOLDINGS ICI	172	130,163.46	85,999.28	216,162.74	130,163.46	85,999.28	216,162.74	-
PROVIDENCE CONSTRUCTION COMPANY	134	103,046.07	66,999.44	170,045.51	103,046.07	66,999.44	170,045.51	-
NET ASSESSMENTS DIRECT BILL	1,686	731,679.99	782,617.98	1,514,297.97	731,679.99	782,617.97	1,514,297.96	-
NET ASSESSMENTS TAX ROLL	0	-	-	-	-	-	-	-
TOTAL DISTRICT	1,686	731,679.99	782,617.98	1,514,297.97	731,679.99	782,617.97	1,514,297.96	-

DIRECT BILL % COLLECTED	100%	100%	100%
--------------------------------	-------------	-------------	-------------

(1) Bulk land owners are on a payment plan. Installments due 50% due 12/1, 25% due 2/1, and 25% due 5/1.

B.

Cypress Bluff

Community Development District

Check Run Summary

April 30, 2020

Fund	Date	Check No.	Amount
Payroll	4/13/20	50075-50079	\$ 938.80
		Subtotal	<u>\$ 938.80</u>
General Fund	4/2/20	120	\$ 1,839.00
	4/16/20	121-126	\$ 25,834.99
	4/23/20	127	\$ 130.25
		Subtotal	<u>\$ 27,804.24</u>
Total			<u>\$ 28,743.04</u>

PR300R

PAYROLL CHECK REGISTER

RUN 4/30/20 PAGE 1

CHECK #	EMP #	EMPLOYEE NAME	CHECK AMOUNT	CHECK DATE
50075	3	CHRIS PRICE	184.70	4/30/2020
50076	5	JOHN L HOLMES III	184.70	4/30/2020
50077	2	JOHN S HEWINS JR	184.70	4/30/2020
50078	1	RICHARD T RAY	184.70	4/30/2020
50079	4	STEVE GROSSMAN	200.00	4/30/2020
TOTAL FOR REGISTER			938.80	

CYBL -CYPRESS BLUF' DLAUGHLIN

Attendance Sheet

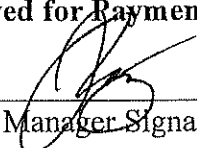
District Name: Cypress Bluff CDD

Board Meeting Date: April 13, 2020 Special Meeting

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

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

Approved for Payment:


District Manager Signature

4/13/20
Date

PLEASE RETURN COMPLETED FORM TO HANNAH SMITH

AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	5/12/20	PAGE	1		
*** CHECK DATES		04/01/2020 - 04/30/2020		***		CYPRESS BLUFF-GENERAL FUND											
						BANK A CYPRESS BLUFF CDD											

CHECK DATE	VEND#	.....INVOICE..... DATE	EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT	#
4/02/20	00007	3/30/20	113818 202002 310-51300-31500		FEB GENERAL COUNSEL	*	1,839.00		
								HOPPING GREEN & SAMS	1,839.00 000120
4/16/20	00006	4/06/20	193793 202003 310-51300-31100		MAR PROFESSIONAL SERVICES	*	1,397.75		
								ENGLAND, THIMS & MILLER, INC.	1,397.75 000121
4/16/20	00005	4/01/20	28 202004 310-51300-34000		APR MANAGEMENT FEES	*	3,750.00		
		4/01/20	28 202004 310-51300-35200		APR WEBSITE ADMIN	*	83.33		
		4/01/20	28 202004 310-51300-35200		APR INFORM TECHNOLOGY	*	166.67		
		4/01/20	28 202004 310-51300-31300		APR DISSEMINATION SERVICE	*	333.33		
		4/01/20	28 202004 310-51300-51000		OFFICE SUPPLIES	*	.15		
		4/01/20	28 202004 310-51300-42000		POSTAGE	*	143.72		
		4/01/20	28 202004 310-51300-42500		COPIES	*	53.40		
		4/01/20	28 202004 310-51300-41000		TELEPHONE	*	9.64		
								GOVERNMENTAL MANAGEMENT SERVICES	4,540.24 000122
4/16/20	00010	4/02/20	19342 202004 310-51300-31600		AUDIT FYE 9/30/2019	*	1,000.00		
								GRAU AND ASSOCIATES	1,000.00 000123
4/16/20	00012	4/01/20	420010 202004 320-57200-46100		APR LANDSCAPE MAINTENANCE	*	6,027.00		
								SUN STATE NURSERY&LANDSCAPING, INC.	6,027.00 000124
4/16/20	00012	4/01/20	420011 202004 320-57200-46100		APR LANDSCAPE MAINTENANCE	*	11,120.00		
								SUN STATE NURSERY&LANDSCAPING, INC.	11,120.00 000125
4/16/20	00014	7/29/19	1316 201910 310-51300-52000		WEB DESIGN ADA COMPLIANCE	*	1,750.00		
								VGLOBALTECH	1,750.00 000126
4/23/20	00002	4/20/20	20-02572 202004 310-51300-48000		NOTICE OF MEETING 4/28/20	*	130.25		
								JACKSONVILLE DAILY RECORD	130.25 000127
TOTAL FOR BANK A							27,804.24		

CYBL -CYPRESS BLUF' OKUZMUK

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
TOTAL FOR REGISTER						27,804.24	

CYBL -CYPRESS BLUF' OKUZMUK

RECEIVED

Hopping Green & Sams

Attorneys and Counselors

MAR 30 2020

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

STATEMENT

March 30, 2020

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

Bill Number 113818
Billed through 02/29/2020

General Counsel
CBCDD 00001 KSB

7 (A)
1,810,513.315

FOR PROFESSIONAL SERVICES RENDERED

02/11/20	KSB	Confer with Weeber on RFPs.	0.40 hrs
02/13/20	KSB	Prepare correspondence regarding community development lien on government property.	0.80 hrs
02/14/20	KEM	Confer with district manager regarding resolution adopting internal control policies.	0.10 hrs
02/18/20	KSB	Review proposed notice of commencement.	0.30 hrs
02/19/20	KSB	Research reporting requirements for trustee error.	0.50 hrs
02/20/20	KSB	Continue to review reporting obligations for trustee error.	0.40 hrs
02/25/20	KSB	Prepare for, travel to and from, and attend board meeting.	4.00 hrs
Total fees for this matter			\$1,772.50

DISBURSEMENTS

Document Reproduction	0.50
Travel	66.00
Total disbursements for this matter	\$66.50

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.10 hrs	125 /hr	\$12.50
Buchanan, Katie S.	6.40 hrs	275 /hr	\$1,760.00
TOTAL FEES			\$1,772.50
TOTAL DISBURSEMENTS			\$66.50

TOTAL CHARGES FOR THIS MATTER

\$1,839.00

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	0.10 hrs	125 /hr	\$12.50
Buchanan, Katie S.	6.40 hrs	275 /hr	\$1,760.00

TOTAL FEES			\$1,772.50
TOTAL DISBURSEMENTS			\$66.50

TOTAL CHARGES FOR THIS BILL			\$1,839.00
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RECEIVED

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

APR 13 2020

April 6, 2020

Project No: 13102.26002

Invoice No: 0193793

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

1. Meeting attendance
2. Preparing requisitions
3. Unit count update for David Ray

-Brad W.

Professional Services rendered through March 31, 2020

Professional Personnel

		Hours	Rate	Amount
Senior Engineer				
Hall, Jason	3/14/2020	.50	194.00	97.00
Weeber, Bradley	2/29/2020	2.00	194.00	388.00
Weeber, Bradley	3/21/2020	1.00	194.00	194.00
Weeber, Bradley	3/28/2020	1.00	194.00	194.00
Engineer				
Welch, Daniel	2/29/2020	.50	151.00	75.50
Welch, Daniel	3/7/2020	1.50	151.00	226.50
Administrative Support				
Blair, Shelley	3/14/2020	.50	81.00	40.50
Blair, Shelley	3/21/2020	1.75	81.00	141.75
Blair, Shelley	3/28/2020	.50	81.00	40.50
Totals		9.25		1,397.75
Total Labor				1,397.75

Invoice Total this Period

\$1,397.75

6 @ 1,810, 573, 311

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14776 Old St. Augustine Road • Jacksonville, Florida 32258 • Tel 904-642-8990 • Fax 904-646-9485
CA-00002584 LC-0000316

Governmental Management Services, LLC1001 Bradford Way
Kingston, TN 37763**Invoice**

RECEIVED

APR 13 2020

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

Invoice #: 28

Invoice Date: 4/1/20

Due Date: 4/1/20

Case:

P.O. Number:

Description	Hours/Qty	Rate	Amount
Management Fees - April 2020 1,310,513,340		3,750.00	3,750.00
Website Administration - April 2020 352		83.33	83.33
Information Technology - April 2020 352		166.67	166.67
Dissemination Agent Services - April 2020 313		333.33	333.33
Office Supplies 570		0.15	0.15
Postage 420		143.72	143.72
Copies 1125		53.40	53.40
Telephone 1110		9.64	9.64
5 (A)			
Total			\$4,540.24
Payments/Credits			\$0.00
Balance Due			\$4,540.24

Grau and Associates

951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

Cypress Bluff Community Development District
1001 Bradford Way
Kingston, FL 37763

RECEIVED

APR 10 2020

Invoice No. 19342
Date 04/02/2020

SERVICE

AMOUNT

Audit FYE 09/30/2019

\$ 1,000.00

Current Amount Due

\$ 1,000.00

10 (A)
1. 810, 573, 816

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
1,000.00	0.00	0.00	0.00	0.00	1,000.00

Payment due upon receipt.

Sun State Nursery & Landscaping, Inc.

INVOICE

9362 Phillips Highway
Jacksonville, FL 32256
Phone (904) 260-0822 Fax (904) 260-0833

INVOICE # 420010
DATE: April 1, 2020

Bill To:
Cypress Bluff CDD
4314 Pablo Oaks Ct.
Jacksonville, FL 32224

For:
E - Town Phase 1

RECEIVED

APR 14 2020

DESCRIPTION	AMOUNT
Landscape Maintenance & Irrigation Services for the month of April. 12 (A) 1.320.572.461	\$ 6,027.00
TOTAL	\$ 6,027.00

Make all checks payable to Sun State Nursery & Landscaping, Inc.
If you have any questions concerning this invoice, contact Andrea Tinsley (904) 260-0822

THANK YOU FOR YOUR BUSINESS!

Sun State Nursery & Landscaping, Inc.

INVOICE

9362 Phillips Highway
Jacksonville, FL 32256
Phone (904) 260-0822 Fax (904) 260-0833

INVOICE # 420011
DATE: April 1, 2020

Bill To:
Cypress Bluff CDD
4314 Pablo Oaks Ct.
Jacksonville, FL 32224

For:
E - Town Phase 2

RECEIVED

APR 14 2020

DESCRIPTION	AMOUNT
Landscape Maintenance & Irrigation Services for the month of April. Prorated: 100% Completed 12 (A) 1,320.572.481	\$11,120.00
TOTAL	\$11,120.00

Make all checks payable to Sun State Nursery & Landscaping, Inc.
If you have any questions concerning this invoice, contact Andrea Tinsley (904) 260-0822

THANK YOU FOR YOUR BUSINESS!

VGlobalTech
636 Fanning Drive
Winter Springs, FL 32708 US
contact@vglobaltech.com
www.vglobaltech.com



INVOICE

RECEIVED

BILL TO

Cypress Bluff CDD
135 W. Central Blvd, Suite 320
Orlando, FL 32801
United States

APR 10 2020

INVOICE # 1316

DATE 07/29/2019

DUE DATE 07/29/2019

TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Web Design:Website ADA Compliance - Type S Perform ADA Compliance check, update / rebuild current site with new ADA plugins, update html code for compliance, image tags etc. Convert 2 years worth of documents to RTF's. Document before and after for ADA errors as per WAVE Checker tool. (See proposal for details)	1	1,750.00	1,750.00

BALANCE DUE

\$1,750.00

14 (A)
1,310,513.520
exp. to October 2020

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

10 N. Newnan Street (32202)
P.O. Box 1769
Jacksonville, FL 32201
(904) 356-2466

INVOICE

April 20, 2020

Date

RECEIVED

APR 20 2020

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

Payment Due Upon Receipt

Serial # 20-02572D PO/File # _____ \$130.25

Notice of Regular Meeting of the Board of Supervisors

Amount Due

Amount Paid

The Cypress Bluff Community Development District

\$130.25

Payment Due

Case Number _____

Publication Dates 4/20

County Duval

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

*For your convenience, you
may remit payment at
jaxdailyrecord.com/send-payment.*

2 (A)
1,810,513.480

Your notice can be found at 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.**

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

Notice is hereby given that the Cypress Bluff Community Development District ("District") will hold a regular meeting of the Board of Supervisors ("Board") on Tuesday, April 28, 2020 at 1:30 p.m., where the Board may consider any business that may properly come before it. The Meeting is to be conducted remotely using video or teleconference pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

While it is necessary to hold the above referenced meeting of the District's Board of Supervisors utilizing Zoom media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Instructions to join the meeting by video or teleconference are available by contacting the District Manager's office at jerry@gmsnf.com or (904) 940-5850 and is expected to also be available at www.CypressBluffCDD.com. Additionally, participants are **strongly encouraged** to submit questions and comments to the District Manager in advance at (904) 940-5850 or jerry@gmsnf.com to facilitate the Board's consideration of such questions and comments during

the meeting. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Meeting may be continued to a date, time, and place to be specified on the record at such Meeting.

An electronic copy of the agenda may be obtained at the offices of the District Manager, c/o 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850, jerry@gmsnf.com ("District Manager's Office") during normal business hours.

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

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

Jim Perry
District Manager
Apr. 20 00(20-02572D)