

*Cypress Bluff
Community Development District*

November 17, 2020

Cypress Bluff

Community Development District

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

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

November 12, 2020

Board of Supervisors
Cypress Bluff
Community Development District

Dear Board Members:

The Cypress Bluff Community Development District Meeting is scheduled for **Tuesday, November 17, 2020 at 1:30 p.m.** at the eTown Welcome Center, 11003 E-Town Parkway, Jacksonville, Florida. Following is the advance agenda for the meeting:

- I. Call to Order
- II. Public Comment
- III. Organizational Matters
 - A. Consideration of Resolution 2021-01, Canvassing and Certifying the Results of the Landowners Election
 - B. Oath of Office for Newly Elected Supervisors
 - C. Consideration of Resolution 2021-02, Designating Officers
- IV. Minutes
 - A. Approval of Minutes of the October 27, 2020 Meeting
 - B. Acceptance of the Minutes of the November 3, 2020 Landowners Election
- V. Consideration of Agreement for Property Management and Maintenance Services
- VI. Ratification of Landscape Maintenance Agreements
 - A. Agreement with Sun State Nursery & Landscaping for Phase 1
 - B. Agreement with Sun State Nursery & Landscaping for Phase 2
- VII. Staff Reports
 - A. District Counsel
 - B. District Engineer – Requisition Summary
 - C. District Manager
- VIII. Financials Reports
 - A. Balance Sheet and Income Statement
 - B. Check Register
- IX. Other Business
- X. Supervisor's Requests and Audience Comments
- XI. Next Scheduled Meetings – December 15, 2020 at 1:30 p.m. at the eTown Welcome Center
- XII. Adjournment

The third order of business is organizational matters. A copy of resolution 2021-01 canvassing and certifying the results of the landowner's election is enclosed for your review and approval. The newly elected supervisors will subscribe to an oath of office and the Board can then consider restructuring the slate of officers with resolution 2021-02.

Enclosed under the fourth order of business for your review and approval are copies of the minutes of the October 27, 2020 Board of Supervisors meeting and the November 3, 2020 landowners election.

The fifth order of business is consideration of agreement for property management and maintenance services. A copy of the agreement is enclosed for your review and approval.

The sixth order of business is ratification of landscape maintenance agreements with Sun State Nursery and Landscaping for Phases 1 and 3. Copies of the agreements are enclosed for your review and approval.

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

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

Sincerely,

James Perry

James Perry

District Manager
Cypress Bluff Community
Development District

AGENDA

Cypress Bluff Community Development District Agenda

Tuesday
November 17, 2020
1:30 p.m.

eTown Welcome Center
11003 E-Town Parkway
Jacksonville, Florida 32256
Call In #: 1-888-850-4523 Code 322827
www.CypressBluffCDD.com

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A. Balance Sheet and Income Statement

B. Check Register

IX. Other Business

X. Supervisor's Requests and Audience Comments

XI. Next Scheduled Meetings – December 15, 2020 at 1:30 p.m. at the eTown Welcome Center

XII. Adjournment

THIRD ORDER OF BUSINESS

A.

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), *FLORIDA STATUTES*, AND PROVIDING FOR 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, Duval County, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District’s creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on November 3, 2020, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

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

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

Steven Grossman	Seat 3	Votes <u>193</u>
John Holmes	Seat 4	Votes <u>194</u>
Chris Price	Seat 5	Votes <u>194</u>

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following terms of office:

John Holmes	4 Year Term
Chris Price	4 Year Term
Steven Grossman	2 Year Term

3. **EFFECTIVE DATE.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 17TH DAY OF NOVEMBER 2020.

**CYPRESS BLUFF COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary/Assistant Secretary

Chair/Vice Chair

C.

RESOLUTION 2021-02

**A RESOLUTION DESIGNATING OFFICERS OF THE
CYPRESS BLUFF COMMUNITY DEVELOPMENT
DISTRICT**

WHEREAS, the Board of Supervisors of the Cypress Bluff Community Development District at a regular business meeting held on November 17, 2020 desires to elect the below recited persons to the offices specified.

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

1. The following persons were elected to the offices shown, to wit:

_____	Chairman
_____	Vice-Chairman
_____	Secretary
_____	Treasurer
_____	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS 17th DAY OF NOVEMBER 2020.

Chairman / Vice Chairman

Secretary / Assistant Secretary

FOURTH ORDER OF BUSINESS

A.

MINUTES OF MEETING
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors meeting of the Cypress Bluff Community Development District was held Tuesday, October 27, 2020 at 1:30 p.m. using *Zoom* communications media technology pursuant to Executive Orders 20-52, 20-69 and 20-246 issued by Governor DeSantis, including any extensions or supplements thereof, 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

Also present were:

Jim Perry	District Manager
Katie Buchanan	District Counsel
Bradley Weeber	District Engineer
Mikey White	PARC Group
Joe Muhl	PARC Group
Ernesto Torres	GMS
David Ray	GMS
Roy Deary	Vesta
Dan Fagen	Vesta
Steve Howell	Vesta
Ross Ruben	Vesta
Jay King	Vesta
Darrin Mossing	Riverside Management Services
Brian Stephens	Riverside Management Services

The following is a summary of the discussions and actions taken at the October 27, 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.

The following item was taken out of order.

FIFTH ORDER OF BUSINESS**Consideration of Proposals for Amenity and Field Management Services**

Mr. David Ray stated the Board solicited and received proposals for amenity and field operations management services from Vesta Property Services and Riverside Management Services. The proposals showed that both companies fully understood the scope of services and both companies are well respected in the community for the services they are providing. Total projected costs in the proposal after adjusting for a number of factors are very similar and both companies allowed for great flexibility in staffing and number of hours and meeting the needs of the District. The one question that we have is for each company is there is one person, the amenity manager, that will spend more time onsite than anybody else and in fact they're going to be the face of the community. The Board wanted to have an opportunity to meet with this person from Vesta and from Riverside to evaluate this person as they represent the face the community.

Mr. Richard Ray asked Mr. Grossman to work with Mr. David Ray to interview the amenity manager candidates for each proposing company to make a recommendation as to which company should be chosen. Final approval is to be given by the Chairman with the following motion.

On MOTION by Mr. Richard Ray seconded by Mr. Grossman with all in favor authorizing Supervisor Grossman to work with Mr. David Ray to interview the amenity manager candidates for Riverside Management Services and Vesta Property Services, and further authorizing the Chairman to select the appropriate management company based upon the recommendations was approved.

SECOND ORDER OF BUSINESS**Public Comment**

There being no comments, the next item followed.

THIRD ORDER OF BUSINESS**Approval of Minutes of the September 22, 2020 Meeting**

There were no comments on the minutes.

On MOTION by Mr. Grossman seconded by Mr. Holmes with all in favor the minutes of the September 22, 2020 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Consideration of Amended Operations and Maintenance Assessment Methodology Report

Mr. Perry stated if you'll recall, back in 2019 the Board approved an operations and maintenance assessment methodology report based upon the development of units that were planned at that time. This report updates that. Back in 2019 there were approximately 1,341 residential units that were anticipated for the district, and that is now approximately 1,941, which is shown in table one. This report spreads the costs based upon the benefits to each of those types of development units, which includes active adult, residential, and at this time we've also included the concept of unallocated, but there is development units that will take place in the future that at this point in time really don't have any benefit associated with them related to the amenities and the lifestyle column. If you'll also recall, when we developed this program for allocation back in 2019, the active adult also doesn't have the allocation of amenities because they don't have usage of that facility. There have been no changes in the dollar amounts per unit for the active adult and residential components.

On MOTION by Mr. Price seconded by Mr. Holmes with all in favor the amended operations and maintenance assessment methodology was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being nothing to report, the next item followed.

B. District Engineer - Requisition Summary

Mr. Weeber gave an overview of the requisitions to be approved totaling \$417,557.19, copies of which were included in the agenda package.

On MOTION by Mr. Richard Ray seconded by Mr. Holmes with all in favor requisitions 23 through 27 were approved.

C. District Manager

There being nothing to report, the next item followed.

SEVENTH 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 register, copies of which were included in the agenda package. Mr. Perry noted the check register is higher than normal due to a transfer of \$350,000 to the SBA for the capital reserve fund. Additionally, the debt service receipts flow through the general fund ledger and there was \$156,000 related to debt service funds.

On MOTION by Mr. Grossman seconded by Mr. Holmes with all in favor the check register totaling \$517,632.31 was approved.

EIGHTH ORDER OF BUSINESS**Other Business**

There being none, the next item followed.

NINTH ORDER OF BUSINESS**Supervisor's Requests and Audience Comments**

Mr. Richard Ray stated if you remember when we issued the bonds earlier this year or the end of last year there was a portion of the proceeds that were set aside in escrow and they relate to a parcel of land that was scheduled to close this summer, which did not happen. It's under contract and that sale is scheduled to close November 15th, which is before the next board meeting. What's supposed to happen is that the amount that had been set aside in escrow is to be released so the reason I'm bringing this up is to ask if there is any action we need to take as a board for that to happen?

Ms. Buchanan stated I'm pretty sure it just happens on its own, but I can confirm that.

Mr. David Ray stated in my experience from the past, no action needs to be taken. The district simply tells the trustee that those dollars are available.

TENTH ORDER OF BUSINESS**Next Scheduled Meeting – Landowners' Election on November 3, 2020 at 1:00 p.m. and Regular Board of Supervisors Meeting**

**on November 17, 2020 at 1:30 p.m. at the
eTown Welcome Center**

ELEVENTH ORDER OF BUSINESS

Adjournment

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

Chairman/Vice Chairman

B.

MINUTES OF MEETING
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT

A landowners meeting of the Board of Supervisors of the Cypress Bluff Community Development District was held Tuesday, November 3, 2020 at 1:00 p.m. at the eTown Welcome Center, 11003 E-Town Parkway, Jacksonville, Florida.

Present were:

Joe Muhl	Proxy Holder for E-Town Development and Eastland Timber
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Also present were:

James Oliver	District Manager
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FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 1:00 p.m.

SECOND ORDER OF BUSINESS

Determination of Number of Voting Units Represented

Mr. Oliver stated 393 votes are represented.

THIRD ORDER OF BUSINESS

Election of a Chairman for the Purpose of Conducting the Landowners Meeting

Mr. Oliver acted as Chairman for the Landowners Meeting.

FOURTH ORDER OF BUSINESS

Nominations for the Position of Supervisors

Mr. Muhl nominated John Holmes, Chris Price and Steven Grossman.

FIFTH ORDER OF BUSINESS

Casting of Ballots

Mr. Muhl cast 194 votes for John Homes, 194 votes for Chris Price, and 193 votes for Steven Grossman.

SIXTH ORDER OF BUSINESS

Tabulation of Ballots and Announcement of Results

Mr. Oliver reiterated that 194 votes were cast for John Holmes, 194 votes were cast for Chris Price, and 193 votes were cast for Steven Grossman. John Holmes and Chris Price will serve four-year terms while Steven Grossman will serve a two-year term.

SEVENTH ORDER OF BUSINESS

Landowners Questions and Comments

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Adjournment

FIFTH ORDER OF BUSINESS

**AGREEMENT BETWEEN CYPRESS BLUFF COMMUNITY
DEVELOPMENT DISTRICT AND VESTA PROPERTY SERVICES, INC.
FOR PROPERTY MANAGEMENT AND MAINTENANCE SERVICES**

This Agreement (“Agreement”) is made and entered into this 16th day of November, 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, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“District”); and

Vesta Property Services, Inc., a Florida corporation, with offices located at 245 Riverside Avenue, Suite 250 Jacksonville, Florida 32204 (“Property Manager” or “Vesta”).

RECITALS

WHEREAS, the District owns and operates a recreation center and associated property that includes a swimming pool, club house, fitness room, and other recreational facilities as well as landscaping and parks (“Amenities”); and

WHEREAS, the District desires to retain an independent contractor to provide property management and maintenance services to set forth in more detail on **Exhibit A** attached hereto (“Services”); and

WHEREAS, the District seeks to have the Services provided by Property Manager; and

WHEREAS, Property Manager has a background in providing the Services and is willing to provide such Services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into a contractual relationship with Property Manager to provide the Services as described in this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the District and Property Manager agree as follows:

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

2. SCOPE OF SERVICES.

- i.** Property Manager agrees to provide the Services as set forth in the Scope of Services attached hereto as **Exhibit A**, which is made a part hereof by this reference. To the extent that any provision of **Exhibit A** conflicts with

any provision contained herein, the express terms of this Agreement shall control.

- ii. The Lifestyle Manager and/or Amenity Manager, as identified in **Exhibit A**, shall prepare a report and submit it to the District Manager at least eight days prior to the Board meeting, shall include substantive updates and information as may be needed and shall attend the District's Board of Supervisors' ("Board") meetings upon request.
- iii. Property Manager shall ensure at all times there is a manager assigned to on-call duty. There shall always be management oversight, availability and communication, which is included in the compensation contemplated herein.

3. COMPENSATION. As compensation for the management services described in **Exhibit A**, the District agrees to pay the Property Manager

	Monthly	Annual
Year One¹	\$12,354.50	\$148,254
Year Two²	\$12,725.17	\$152,702
Year Three²	\$13,106.92	\$157,283

The staffed hours shall be in accordance with this Agreement. Property Manager shall provide, upon request, copies of employee time and attendance records documenting total hours worked. Property Manager shall invoice the District monthly for Services on the 25th day of each month. The District shall provide payment within thirty (30) days of receipt of invoices. In the event there is a dispute regarding payment or Services, the District reserves the right to hold the portion of the payment in dispute, pending expeditious negotiation and resolution of the dispute in good faith by the parties.

4. TERM; RENEWAL. This Agreement shall become effective on the date first written above and, unless otherwise terminated in accordance with Section 23 hereof, shall remain in effect until September 30, 2021. This Agreement may be renewed at the discretion of the District for two (2) additional one (1) year terms. Should the District desire to renew this Agreement, the District shall notify Property Manager in writing within thirty (30) days of expiration of this Agreement.

5. GENERAL PROVISIONS. The following general provisions shall apply to all services provided for under this Agreement:

¹ This amount is based on an annual fee of \$148,254, but has been prorated to reduce an actual start date of November 15, 2020 instead of October 1, 2020. Further, the November payment shall be prorated based on the effective date of this agreement (e.g., if the Agreement becomes effective on November 16, 2020, the November payment shall be \$6,177.25)

² If the Agreement is renewed as provided for in Section 4, this compensation shall apply.

- a. Notwithstanding anything else in this Agreement, Property Manager shall be accountable at all times to the Board for all services provided under this Agreement.
- b. Property Manager shall employ adequate personnel to discharge its obligations under this Agreement. Property Manager shall be the employer of such personnel; shall be responsible for all record keeping, salaries, fringe benefits, insurance and other employment-related costs; and shall supervise all such personnel in such manner as Property Manager deems necessary. Additionally, Property Manager shall be liable for the performance, or lack thereof, of its personnel and vendors that are within its control.
- c. Property Manager hereby agrees to cooperate with the District Manager and his or her staff with respect to all business with the District.
- d. The Property Manager shall be responsible for the Services, including the recruitment, selection and hiring of staff members. However, upon determination of the District that the a staff member is not fulfilling his or her assigned duties in a satisfactory manner, the District, through its representative, shall confer with the Property Manager regarding the same and the Property Manager agrees to resolve such issues expeditiously.
- e. Property Manager shall promptly respond to any and all emergencies or urgent issues related to the District's property or community operations and shall report to the District all known urgent issues within twenty-four (24) hours.
- f. Costs incurred by Property Manager due to emergencies or at the written direction of the District shall be reimbursed to the Property Manager at cost. Such reimbursements shall only be paid in accordance with receipts for such costs.
- g. All purchases made by the Property Manager pursuant to this Agreement will be in accordance with and subject to the District's Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law. No expenditure in excess of budgeted amounts may be made without prior Board approval except in the event of an emergency, in which case the Property Manager shall submit such expenditure and the reason for the emergency expense to the District Manager.
- h. The Property Manager shall (i) provide equal treatment and access to the District's facilities to all residents and paid user and (ii) maintain the assets of the District in a manner consistent with direction from the Board.

6. CARE OF THE PROPERTY. The Property Manager shall use all due care to protect the property of the District, its residents, landowners and authorized guests from damage by Property Manager or its employees or agents. The Property Manager agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Property Manager's sole expense, unless otherwise agreed, in writing, by the District.

7. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In providing the Services, the Property Manager shall use effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Property Manager shall take any action necessary to promptly comply with any and all orders or requirements affecting the District's property unless the District specifically directs otherwise.

8. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. The Property Manager shall promptly and in no event within more than forty-eight (48) hours provide a written report as to all accidents, injuries or claims for damage relating to the District's property or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the Board expressly directs Property Manager otherwise, in writing.

9. PERMITS, LICENSES, AND OTHER APPROVALS. Unless the District expressly directs otherwise in writing, the Property Manager, at the District's expense, shall timely apply for, obtain, and maintain all applicable permits, licenses, certifications, consents, and other approvals for operation and management of the District's improvements under this Agreement and from all governmental agencies which have jurisdiction over the operation and management of the said improvements. The Property Manager, by applying for such permits, licenses, certifications, consents, and other approvals, does not in any way guarantee the approval of such applications. In the event an applicable permit, license, certification, consent, or other approval is not obtained for a particular service, or a permit, license, certificate, consent, or other approval necessary for a particular service is rescinded or revoked, the Property Manager shall immediately notify the District and shall not provide, and shall immediately abate the provision of, that service.

10. ADHERENCE TO DISTRICT RULES AND POLICIES. The Property Manager and its personnel shall be familiar with, and comply with, all District rules and policies, and further shall ensure that all persons using the Amenities are informed with respect to the rules and policies and ensure that said persons conform therewith. The Property Manager has the authority to have patrons, guests, and others who are failing to comply with District rules and policies removed from the Amenities only to the extent such authorization is set forth in the District's rules and policies and only to the extent the Property Manager acts in a manner consistent with the District's rules and policies. Such incidents shall be reported promptly to the District.

11. INSURANCE.

A. Property Manager shall maintain throughout the term of this Agreement the following insurance:

(i) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(ii) Commercial General Liability Insurance with limits of \$1,000,000 (one million dollars) applicable to bodily injury, sickness, or death in any one occurrence and \$1,000,000 (one million dollars) for loss or damage to property in any one occurrence.

(iii) Employers Liability Insurance with limits of \$250,000.

- B.** Insurance obtained by Property Manager shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. The Cypress Bluff Community Development District and its staff, consultants, supervisors and Cypress Bluff Land Associates, LLC shall be listed as named additional insureds on each such policy (with the exception of worker's compensation and professional liability), and no policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this paragraph shall be sent to the District prior to the commencement of any performance under this Agreement.

12. INDEMNIFICATION.

- A.** Property Manager agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Property Manager, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Property Manager to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Property Manager as jointly liable parties; however, Property Manager shall indemnify the District for any and all percentage of fault attributable to Property Manager for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Property Manager further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

- B. 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, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.
- C. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section 12 shall survive the termination or expiration of this Agreement.

13. 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 damages, injunctive relief, 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.

14. ENFORCEMENT OF AGREEMENT. In the event that either the District or Property Manager 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.

15. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and Property Manager relating to the subject matter of this Agreement.

16. INDEPENDENT CONTRACTOR. Property Manager and District agree that Property Manager is and shall remain at all times an independent contractor and shall not in any way claim or be considered an agent or employee of the District. Property Manager shall be responsible for the payment of all compensation, taxes, and employee benefits and other charges payable with respect to individuals retained to the services contemplated by this Agreement, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation, and any other taxes or charges imposed by law with respect to such individuals.

17. 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 Property Manager.

18. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Property Manager, both the District and Property Manager have complied with all the requirements of law, and both the District and

Property Manager have full power and authority to comply with the terms and provisions of this Agreement.

19. NOTICES. All notices, requests, consents, and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

- A. If to Property Manager:** Vesta Property Services, Inc.
245 Riverside Avenue
Jacksonville, Florida 32202
Attn: Roy Deary
- B. If to District:** Cypress Bluff Community
Development District
475 W. Town Place, Suite 114
Tallahassee, Florida 32092
Attn: District Manager

With a copy to: Hopping Green & Sams P.A.
119 South Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314
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 Property Manager may deliver Notice on behalf of the District and Property Manager. 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.

20. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Property Manager 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 or other entity other than the District and Property Manager 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 Property Manager and their respective representatives, successors, and assigns.

21. ASSIGNMENT. Neither the District nor Property Manager may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignments attempted to be made by Property Manager without the prior written approval of the District are void.

22. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue shall be in Duval County, Florida.

23. TERMINATION. The District may terminate this Agreement, in whole or in part, for cause without any prior notice to Property Manager. The District may terminate this Agreement, in whole or in part, for any reason and without cause by providing thirty (30) days written notice to Property Manager. Property Manager may terminate this Agreement only with cause and by giving the District thirty (30) days written notice specifically alleging the manner in which the District failed to perform its obligations in accordance with the terms of this Agreement. Upon any termination of this Agreement, Property Manager shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Property Manager. Upon termination of this Agreement, the Property Manager shall, as soon as practicable, but in no event later than the effective date of the termination: (i) deliver to the District all materials, equipment, tools and supplies, keys, contracts and other documents relating to the District's operations and the Services provided herein; (ii) vacate any portion of the District's property accessed by the Property Manager as a consequence of this Agreement; and (iii) furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of the Services hereunder.

24. PUBLIC RECORDS. Property Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Property Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Property Manager acknowledges that the designated public records custodian for the District is Melissa Dobbins ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Property Manager shall 1) keep and maintain public records required by the District to perform the service; 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 the Property Manager 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 Property Manager'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 the Property Manager, the Property Manager 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 THE PROPERTY MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPERTY MANAGER'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.

25. 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.

26 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.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

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

29. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year shown below.

Attest:

**CYPRESS BLUFF COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary
Print Name: _____

Chairman/Vice-Chairman, Board of Supervisors
Date: _____

VESTA PROPERTY SERVICES, INC.

Witness

By: _____
Print: _____
Its: _____

Print Name of Witness

Exhibit A: Scope of Services

Exhibit A:
Scope of Services

Facility Attendant – 472 Annual Hours

- Assist in staffing and monitoring the use of the amenity center/pool facility.
- Greet residents.
- Maintain regular upkeep of a clean facility throughout the shift to maintain a high standard of cleanliness and functionality of the facility
- Enforce district policies as they relate to the facility's usage by residents, authorized guests and other authorized users.

Janitorial (Combined with General Pool and Maintenance) – 1,100 Annual Hours

Vesta shall provide the following services in order to maintain a clean environment in all amenity centers indoor spaces:

- Maintain general appearance of all indoor spaces by vacuuming carpet, dusting of all fixtures, mopping floors, cleaning windows, bathrooms, counters and tiled areas.
- Window cleaning includes window ledges and blinds.
- Bathroom cleaning includes all toilets, bases behind toilets, counters, mirrors and shower stalls. Soap dispensers shall be cleaned and filled when necessary. Paper product dispensers shall be restocked as needed.
- Dusting includes the cleaning of window ledges, vents, furniture bases, shelves, picture frames, counter tops, tables, televisions and fitness equipment.
- Straightening of all furniture and fixtures.
- Removal of all interior trash.
- Removal of trash for both facilities.
- Storage closets shall be kept in an orderly condition. Equipment and cleaning supplies shall be properly stored as well.
- All supplies used to maintain the indoor facility on a day-to-day basis ARE INCLUDED. Equipment and supplies used for exceptional circumstances shall be billable and warrant prior approval from the board or District Manager.
- Janitorial duties shall be performed three (3) hours per day, seven (7) days per week, depending on season and usage. Ultimate cleanliness is our commitment.

General Pool and Maintenance (Combined with Janitorial) – 1,100 Annual Hours

Vesta shall provide the following services in order to maintain the community's swimming pool:

- Unlock and setup pump room
- Test and log water chemistry in all applicable bodies of water
- Clean all filters and skimmers where applicable
- Adjust water chemistry
- Inspect chemical feeders and controllers
- Check all injection lines, connections, gauges, etc.
- Sump pump inspections for all that apply
- Inspection of all plumbing for leaks and functionality
- Tidiness and maintenance cleaning of all Paks (Coffins)
- Inspect autofill and float switches
- Functionality of mechanized equipment
- Check and log chemical inventory, report needs as they occur
- Add chemicals to pools where needed (Bicarb and Acid)

- Drain stains and Phosphate treatments as needed
- Non-CPC repairs (pumps, tubing, ferrels, etc.)
- Routine QC inspections and checklists for Health Department regulations
- Maintain and repair (where licensing and certifications are not required) the amenity/recreation components, and all community areas and assets.
- Assist maintenance staff in pressure washing
- Clean and treat all fabric canopies for cleanliness, protection and longevity
- Coordinate slide and slide tower refurbish
- Acid wash grids and tanks
- Facilitate motor refurbishments with CPC contractor where applicable
- Coordinate any pool / paver repairs with Field ops and contractor
- Pac refurbishment (handles, shocks, hinges, etc.)
- Check all pool lighting for functionality
- Straighten all Pool Deck(s) and furniture
- Blow all pool decks / patios / etc.
- Pick up all trash, floats and toys
- Skim pools for all floating debris
- Daily vacuum of all pool areas
- Pool tile cleaning (preferably on days / times when pool is closed)
- Conduct necessary tests for proper pool chemicals and record daily
- Dust and damp mop all tiled areas including baseboards
- Dust window ledges, blinds, a/c vents and returns
- Inspect and clean windows, mirrors and door glass when / where applicable
- Empty and remove all trash from receptacles
- Clean and disinfect floors, counters, mirrors, toilets, urinals, and surrounding areas
- Paper and soap dispensers shall be cleaned and filled as needed
- Clean flooring, ceiling fans, baseboards, mirrors, and a/c vents and returns
- Lightly wipe down equipment with antibacterial wipes
- Check air fresheners
- Monitor and repair fitness equipment as able (rotate periodically for equal wear)
- Monitor the condition of all doors and functionality and resolve any issues
- Monitor the condition of all fencing and adjoining gates and resolve any issues
- Touch up painting as needed
- Control cobwebs and prevent other debris from accumulating on exterior walls
- Replace interior lights and A/C filters as needed
- Report any extraordinary repairs to Management as needed
- Blow all hard surfaces pertaining to the facility
- Pick up trash and debris as needed
- Check playground equipment and maintain mulch levels
- Seasonal pressure washing of the equipment
- Assess and advise the DM of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to “normal wear and tear,” “acts of God,” or vandalism, and secure cost estimates for same. Such work shall be billed separately, upon approval of the community. Oversight of these services will be provided by Vesta or Licensed service contractors.
- Maintenance shall be performed six (6) hours per week.

Note: Vesta shall attempt to provide as many necessary repairs under this scope as possible without the community incurring the costs of utilizing outside contractors for repair services. Vesta shall oversee, but not be held liable for the performance or lack thereof, of maintenance contractors hired by the Board.

Lifestyle Manager – 520 Annual Hours

- Enforce all District policies in a hospitable and professional manner.
- Greet and engage residents.
- Assist the Manager in all matters related to the amenity center.
- Ensure all areas are well maintained and clean for patrons' use. Address all safety hazards and report to the Manager and maintenance personnel.
- Secure room rental reservations. Assist and inspect room rentals.
- Assist with special events as requested.

Amenity Manager (with Field Ops and Lifestyles Support) – 2,300 Annual Hours

- Build and retain relationships daily with all residents, families and guests while aiding their safety and enjoyment of the entire facility.
- Provide consistent and thorough communication to residents via phone, e-mail, e-blast, newsletter, website and face-to-face interaction.
- Enforce policies relative to the entire District. Anticipate and report potential changes. Recommend possible solutions. Implement final directives.
- Plan and execute multiple special events in addition to providing consistent activities throughout the year.
- Assess the performance of all maintenance contractors. Hold all service providers accountable to a high standard. Report to board any remedial actions required.
- Attempt to resolve or redirect all District related issues on behalf of the residents.
- Monitor the amenity facilities and equipment for safe conditions and usage; take appropriate and necessary actions to correct any unsafe conditions as quickly as able; and make any safety/security recommendations to the District Manager and/or Board.
- Oversee landscape maintenance/irrigation system provider's performance through regular meetings and inspections.
- Oversee performance of storm water-management system service provider, as well as pond maintenance provider. Ensure that inlets are maintained, debris around embankments is removed, etc.
- Create a detailed scope of work for projects requiring additional contractors. Work with and present to the board of supervisors when appropriate. Secure cost estimates and initiate work.
- Hire, train and hold accountable onsite maintenance staff.
- Maintain routine communication with the Regional Field Services Director.

SIXTH ORDER OF BUSINESS

A.

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT
BY AND BETWEEN CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT
AND SUN STATE NURSERY & LANDSCAPING, INC.**

[eTown Parkway Phase 1]

THIS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT (“AGREEMENT”) is made and effective as of October 1, 2020, by and between:

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

SUN STATE NURSERY & LANDSCAPING, INC., whose address is 9362 Phillips Highway, Jacksonville, Florida 32256 (“Contractor”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands as identified on the Scope of Services, attached hereto as **Exhibit A**, within “eTown Parkway Phase 1” as identified in **Exhibit B**; and

WHEREAS, the Contractor submitted a proposal, attached hereto as **Exhibit A** and incorporated herein by reference (“Proposal”), and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

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

2. DESCRIPTION OF WORK AND SERVICES.

- A.** The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all parties executing this Agreement, the Contractor shall provide the District with the specific services identified in **Exhibit A** of this Agreement.

- B. While providing the services identified in **Exhibit A** of this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as **Exhibit A** (“Work”). Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

4. MANNER OF CONTRACTOR’S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake the Work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A. Should any Work and/or services be required which are not specified in this Agreement or any addenda, but are nevertheless necessary for the proper provision of services to the District, such Work or services shall be fully performed by the Contractor after prior approval of a written work order (“Work Order”).
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District authorizes the Contractor to perform such work through an authorized Work Order, signed by the representative of the District.
- C. The District shall designate in writing a person to act as the District’s representative with respect to the services to be performed under this Agreement. The District’s representative shall have complete authority to transmit instructions, receive information, approve Work Orders, interpret and define the District’s policies and decisions with respect to materials, equipment, elements and systems pertinent to the Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control.

(1) The District hereby designates Jim Perry of Governmental Management Services (District Manager) to act as its representative.

The Contractor shall not take direction from anyone other than the District's designated representatives. The District shall have the right to change its designated representative at any time by written notice to the Contractor.

(2) The Contractor agrees to meet the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays & Sundays if needed to make up Rain Days with notification to the District's representative.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. COMPENSATION; TERM.

A. This Agreement shall commence on _____ and end on September 30, 2020 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be renewed for three (3) additional one (1) year terms on the same terms provided herein, in the District's sole discretion.

B. As compensation for the Work described in **Exhibit A**, the District agrees to pay the Contractor equal monthly payments in the amount of Six Thousand Twenty-Seven Dollars (\$6,027.00), for an annual total amount not to exceed Seventy-Two Thousand Three Hundred Twenty-Four Dollars (\$72,324.00).

C. If the District should need to reduce work or services, or desire additional work or services, or reduce/add additional lands to be maintained, the Contractor agrees to negotiate in good faith to reduce/undertake such additional work or services. All additional work or services must be approved by the Board and/or District Representative and an executed Work Order must be provided prior to the commencement of work. The Work Order shall incorporate the terms of this Agreement as if expressly set forth herein. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed in writing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work or services, or to add additional lands to be maintained.

(1) *Payments by District.* 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. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70, *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

6. INSURANCE.

A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(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:

a. Independent Contractors Coverage for bodily injury and property damage in connection with 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.

B. The District, its staff, supervisors and consultants shall be named as additional insureds. The 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, and such carrier shall have a Best's Insurance Reports rating of A-VII.

- C. If the 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, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

7. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, fines, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) and any interest, all as actually incurred.
- C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the limitations on liability contained in Section 768.28, *Florida Statutes* or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be

Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such agency after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall promptly discharge any such claim or lien.

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 for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, 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.

11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing sixty (60) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided,

however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

14. PERMITS AND LICENSES. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment of this Agreement without such prior written approval shall be void.

16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

18. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent that there is any conflict between the provisions of this Agreement and the Proposal attached hereto as **Exhibit A**, the provisions of this Agreement shall control.

19. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor 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, paralegal fees and costs for trial, mediation, or appellate proceedings.

20. 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.

21. 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 of 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.

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

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

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

B. If to the Contractor: Sun State Nursery & Landscaping, Inc.
9362 Phillips Highway
Jacksonville, Florida 32256
Attn: _____

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.

23. 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.

24. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State

of Florida. Venue for any legal actions regarding this Agreement shall be Duval County, Florida.

26. PUBLIC RECORDS. Contractor understands and agrees that all documents 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 service; 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 this Agreement, 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE 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 W. TOWN PLACE, SUITE 114, ST. AUGUSTINE, FL 32092.

27. 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 enforceable.

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

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

30. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

[REMAINDER OF PAGE LEFT BLANK]

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

ATTEST:

**CYPRESS BLUFF COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

SUN STATE NURSERY & LANDSCAPING, INC.

Name:_____

By:_____

Its:_____

Exhibit A: Scope of Services/Proposal

Exhibit B: Maintenance Map

EXHIBIT A
SCOPE OF SERVICES/PROPOSAL

MOWING: All lawn areas shall be mowed once a week (every seven days) during the growing season, herein defined as March 15 through November 15. During the remainder of the year mowing shall be completed at a minimum to maintain an even, finished appearance. All turf shall be mowed at its recommended height, typically between 2 to 5 inches depending on the species.

EDGING: Edging shall be done on a regular basis to coincide with the mowing schedule. All perimeter lawn areas including sidewalks, walkways, parking lots, curbing, landscape beds, where turf abuts similar types of areas shall be edged with a mechanical edger.

Building edges, light posts, fences, and other similar areas inaccessible by mechanical edger's shall be edged with a "string" mechanical edger in order to maintain a neat and trimmed appearance. To prevent injury to trees this type of edger shall not be used to edge tree rings.

All plant beds, tree rings and annual beds shall be kept clean and well defined in order to prevent encroachment by lawn areas.

All sidewalk expansion joints, curbs, and pavement edges shall be kept free of weeds by spraying of approved EPA listed herbicide.

WEEDING: Weeding of all landscaped areas shall be done on a routine basis coinciding with the service schedule, in order to maintain a neat and orderly appearance.

All weeds shall be removed in order to maintain a healthy and neat environment for the plant material. Weed removal may be done manually or using post & pre-emergent chemicals.

TRIMMING: Ornamental shrubbery shall be neatly trimmed on as as-needed basis in order to maintain a natural, well-groomed appearance while allowing the shrubs to reach mature and intended size. Great care shall be taken when trimming the plant material to understand and preserve the original design intent.

PRUNING: Plant pruning, shearing and trimming shall be accomplished under the supervision of an experienced specialist to assure this function is in accordance with recommended horticultural practices for properly allowing budding, blooming and growth habit to occur.

Frequency of pruning shall occur within the requirements of individual beds, species or individual growth patterns. Inspection for pruning needs shall be noted upon each site visit for planning of a pruning schedule. Selective pruning shall be performed on all ornamental trees and plants in order to maintain the natural habit of the plant and insure health and vigor.

Trees shall be maintained free of any low hanging branches or limbs which interfere with vehicular or pedestrian traffic. Suckers shall be removed from the trunk or the base of the tree as they emerge. Great care shall be taken as not to injure or scar the tree. Tree canopies will be maintained at a height of twelve feet wherever possible.

FERTILIZATION: A soils analysis shall be made to determine the fertilizer and soil amendment requirements for each individual species including turf.

Turf areas shall be fertilized five times a year using a fertilization formula adjusted for season and turf requirements. Fertilization shall maintain all turf areas in vigorous growing condition and exhibiting good color during the growing season. Turf areas shall be kept free of weeds by the use of "Weed & Feed" type fertilizers.

All plants, shrubs, groundcover, and trees shall be fertilized three times per year with a fertilization formula adjusted for the season and growth conditions of the year. The fertilizer shall contain minor elements.

Feeding of all trees shall be accomplished by either the use of tree fertilizer stakes or by application of organic fertilizer at the rate of one pound per caliper inch.

Fertilization of annual beds shall be as often as needed to maintain a good bloom and color to minimize replacements.

INSECT DISEASE AND CONTROL: The contractor shall be responsible for the treatment of insects and diseases affecting all turf, plants, groundcover and trees within the project boundaries. Appropriate insecticides and fungicides shall be used in accordance with Local, State and Federal regulations.

Applications shall be made on an as needed basis. Care shall be taken to spray only when weather conditions are favorable.

Use only EPA approved insecticides and fungicides.

Material Safety Data Sheets can be made available for any material being sprayed per OSHA regulations.

A spraying program shall be developed to minimize infestations by insects. This program shall be made available to the Owner for review. The program shall utilize integrated pest management practices.

REMOVAL OF DEBRIS AND CLEAN-UP: All turf and landscape beds shall be policed for litter and debris on each visit prior to mowing operations.

The contractor shall incorporate litter pick-up in the normal course of carrying out landscape functions in order to maintain a neat and orderly appearance.

All sidewalks and curbs should be blown-off immediately following mowing, edging, trimming or other landscape duties in order to maintain a neat and orderly appearance.

IRRIGATION INSPECTION: A visual inspection of mechanical functions such as sprinkler head operation, zone rotation and timing controls shall be done at each visit to insure proper watering of the site.

The irrigation system shall be monitored for proper watering of the site to ensure that the right quantity of water is being delivered to the plant material.

Any damage to the irrigation system caused by the contractor's maintenance crews shall be repaired at

his cost. Any repairs which are not the responsibility of the contractor shall be brought to the attention of the Owner. Prior to repair an estimate of the cost shall be given to the Owner for approval. Monthly Inspections of system components to report to Owner. Incidental minor repairs, and adjustments to system are included in this contract.

HORTICULTURAL INSPECTION: The Contractor shall have on staff a certified horticultural professional to oversee the general landscape program.

A monthly report detailing the month's activities and an evaluation of the property noting any problems which need to be rectified can be given to the Owner's for their review.

OWNER'S EVALUATION: On a monthly basis an evaluation form will be sent to the Owner's for Their evaluation of the month's services. We encourage your comments and criticisms.

STATEMENT OF ETHICS: The Contractor and Owner agree that the execution and content of this contract will be subject to ethical standards including, but not limited to the following. Contractor and Owner shall neither recruit nor hire personnel in the employ of either party during the term of this contract nor for a period of one year after the termination of this contract. Owner and Contractor will not divulge the details of this agreement or any details of the business operations of either party to any outside source. It is understood that interaction between employees of Owner and Contractor shall be conducted in a professional and pleasant manner whenever they occur.

17. SUMMARY OF SERVICES TO BE PROVIDED:

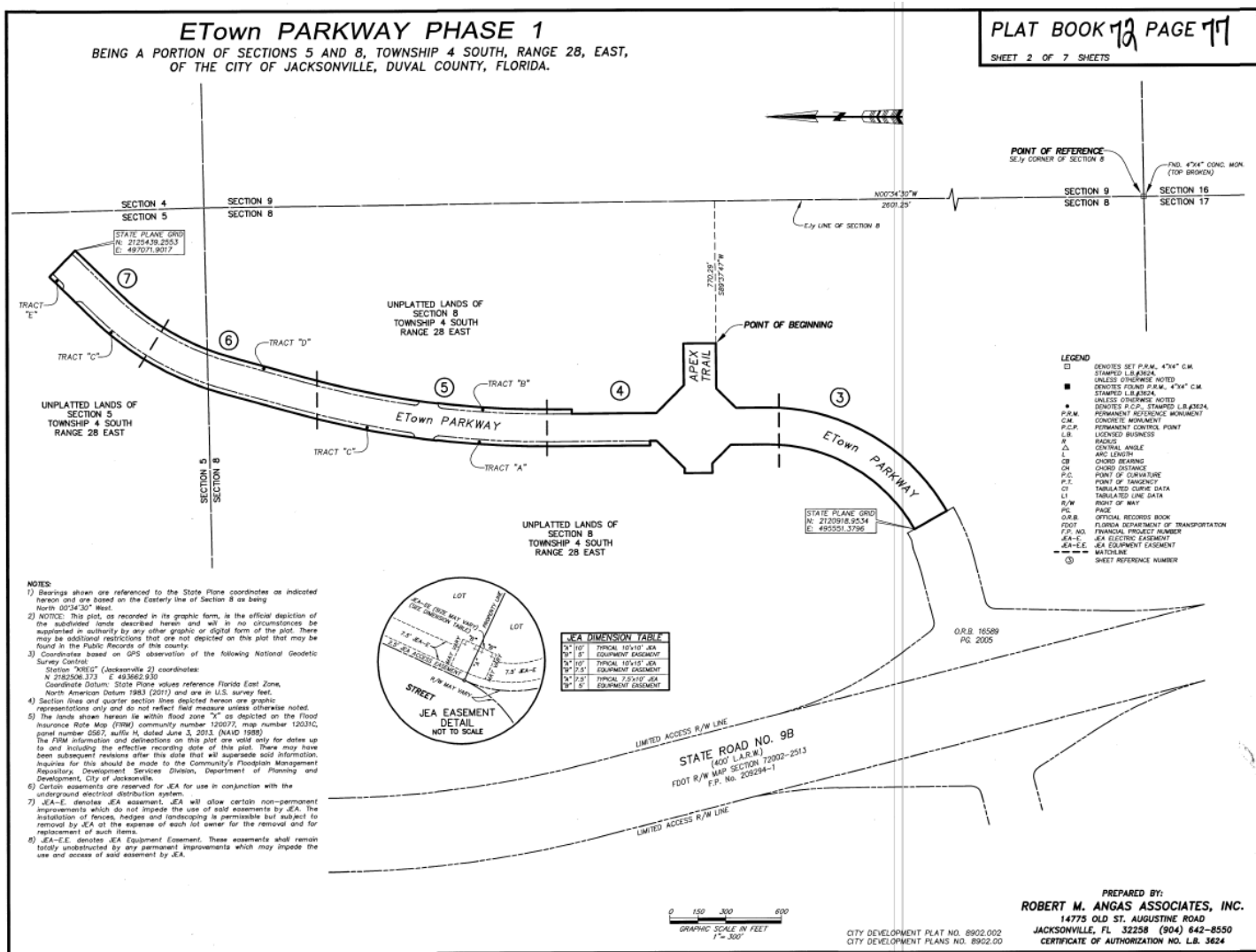
- A. 52 Service visits per year. **100% warranty on all plants and turf.**
- B. Mowing St Augustine and Bahia: Weekly, March 15 through November 15
Bi-weekly or as needed November 16 through March 14
- C. Mowing Bermuda: Weekly
- D. Overseeding Bermuda: ☒ INCLUDED ☐ NOT INCLUDED
- E. Edging: To concur with mowing cycle: Hard surfaces- weekly, soft edges-bi weekly
- F. Weeding: Every service
- G. Trash Clean-up: Every service
- H. Agronomics: ☒ INCLUDED ☐ NOT INCLUDED
Fertilization: If included, eight times a year as described in the specifications.
Spraying: if included, on an as needed basis as per the specifications.
- I. Mulching: ☒ INCLUDED ☐ NOT INCLUDED
If not included, Additional charge at \$45.00 cy pine Bark
\$ 8.00 bale of pine straw
- J. Trimming & Pruning: To concur with mowing cycle
- K. Irrigation Inspection: ☒ INCLUDED ☐ NOT INCLUDED
Twelve times per year. **100% warranty on all parts and labor,**
- L. Annual replacement: ☐ INCLUDED ☒ NOT INCLUDED
Annuals to be replaced in 4 inch pots
- M. Palm Tree Pruning: ☒ Included ☐ Not Included
1 times per year

18. COMPENSATION FOR SERVICES:

Year One: \$6,027.00.00 per month \$72,324.00 per year

EXHIBIT B

MAINTENANCE MAP



B.

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT
BY AND BETWEEN CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT
AND SUN STATE NURSERY & LANDSCAPING, INC.**

[eTown Parkway Phase 2]

THIS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT (“AGREEMENT”) is made and effective as of May 1, 2020, by and between:

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

SUN STATE NURSERY & LANDSCAPING, INC., whose address is 9362 Phillips Highway, Jacksonville, Florida 32256 (“Contractor”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands as identified on the Scope of Services, attached hereto as **Exhibit A**, within “eTown Parkway Phase 2” as identified in **Exhibit B**; and

WHEREAS, the Contractor submitted a proposal, attached hereto as **Exhibit A** and incorporated herein by reference (“Proposal”), and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

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

2. DESCRIPTION OF WORK AND SERVICES.

- A.** The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all parties executing this Agreement, the Contractor shall provide the District with the specific services identified in **Exhibit A** of this Agreement.

- B. While providing the services identified in **Exhibit A** of this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as **Exhibit A** (“Work”). Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

4. MANNER OF CONTRACTOR’S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake the Work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A. Should any Work and/or services be required which are not specified in this Agreement or any addenda, but are nevertheless necessary for the proper provision of services to the District, such Work or services shall be fully performed by the Contractor after prior approval of a written work order (“Work Order”).
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District authorizes the Contractor to perform such work through an authorized Work Order, signed by the representative of the District.
- C. The District shall designate in writing a person to act as the District’s representative with respect to the services to be performed under this Agreement. The District’s representative shall have complete authority to transmit instructions, receive information, approve Work Orders, interpret and define the District’s policies and decisions with respect to materials, equipment, elements and systems pertinent to the Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control.

(1) The District hereby designates Jim Perry of Governmental Management Services (District Manager) to act as its representative.

The Contractor shall not take direction from anyone other than the District's designated representatives. The District shall have the right to change its designated representative at any time by written notice to the Contractor.

(2) The Contractor agrees to meet the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays & Sundays if needed to make up Rain Days with notification to the District's representative.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. **COMPENSATION; TERM.**

A. This Agreement shall commence on April 21, 2020, and end on September 30, 2020 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be renewed for three (3) additional one (1) year terms on the same terms provided herein, in the District's sole discretion.

B. As compensation for the Work described in **Exhibit A**, the District agrees to pay the Contractor equal monthly payments in the amount of Twelve Thousand Three Hundred Twenty-Seven Dollars (\$12,327.00), for an annual total amount not to exceed One Hundred Forty-Seven Thousand Nine Hundred Twenty-Four Dollars (\$147,924.00).

C. If the District should need to reduce work or services, or desire additional work or services, or reduce/add additional lands to be maintained, the Contractor agrees to negotiate in good faith to reduce/undertake such additional work or services. All additional work or services must be approved by the Board and/or District Representative and an executed Work Order must be provided prior to the commencement of work. The Work Order shall incorporate the terms of this Agreement as if expressly set forth herein. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed in writing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work or services, or to add additional lands to be maintained.

(1) *Payments by District.* 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. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70, *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

6. INSURANCE.

A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(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:

a. Independent Contractors Coverage for bodily injury and property damage in connection with 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.

B. The District, its staff, supervisors and consultants shall be named as additional insureds. The 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, and such carrier shall have a Best's Insurance Reports rating of A-VII.

- C. If the 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, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

7. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, fines, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) and any interest, all as actually incurred.
- C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the limitations on liability contained in Section 768.28, *Florida Statutes* or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be

Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such agency after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall promptly discharge any such claim or lien.

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 for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, 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.

11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing sixty (60) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided,

however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

14. PERMITS AND LICENSES. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment of this Agreement without such prior written approval shall be void.

16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

18. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent that there is any conflict between the provisions of this Agreement and the Proposal attached hereto as **Exhibit A**, the provisions of this Agreement shall control.

19. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor 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, paralegal fees and costs for trial, mediation, or appellate proceedings.

20. 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.

21. 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 of 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.

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

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

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

B. If to the Contractor: Sun State Nursery & Landscaping, Inc.
9362 Phillips Highway
Jacksonville, Florida 32256
Attn: _____

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.

23. 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.

24. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State

of Florida. Venue for any legal actions regarding this Agreement shall be Duval County, Florida.

26. PUBLIC RECORDS. Contractor understands and agrees that all documents 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 service; 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 this Agreement, 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE 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 W. TOWN PLACE, SUITE 114, ST. AUGUSTINE, FL 32092.

27. 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 enforceable.

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

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

30. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

[REMAINDER OF PAGE LEFT BLANK]

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

ATTEST:

**CYPRESS BLUFF COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

SUN STATE NURSERY & LANDSCAPING, INC.

Name: _____

By: _____

Its: _____

Exhibit A: Scope of Services/Proposal

Exhibit B: Maintenance Map

EXHIBIT A SCOPE OF SERVICES/PROPOSAL

- 1. **MOWING:** All lawn areas shall be mowed once a week (every seven days) during the growing season, herein defined as March 15 through November 15. During the remainder of the year mowing shall be completed at a minimum to maintain an even, finished appearance. All turf shall be mowed at its recommended height, typically between 2 to 5 inches depending on the species.
- 2. **EDGING:** Edging shall be done on a regular basis to coincide with the mowing schedule. All perimeter lawn areas including sidewalks, walkways, parking lots, curbing, landscape beds, where turf abuts similar types of areas shall be edged with a mechanical edger.

Building edges, light posts, fences, and other similar areas inaccessible by mechanical edger's shall be edged with a "string" mechanical edger in order to maintain a neat and trimmed appearance. To prevent injury to trees this type of edger shall not be used to edge tree rings.

All plant beds, tree rings and annual beds shall be kept clean and well defined in order to prevent encroachment by lawn areas.

All sidewalk expansion joints, curbs, and pavement edges shall be kept free of weeds by spraying of approved EPA listed herbicide.
- 3. **WEEDING:** Weeding of all landscaped areas shall be done on a routine basis coinciding with the service schedule, in order to maintain a neat and orderly appearance.

All weeds shall be removed in order to maintain a healthy and neat environment for the plant material. Weed removal may be done manually or using post & pre-emergent chemicals.
- 4. **TRIMMING:** Ornamental shrubbery shall be neatly trimmed on an as-needed basis in order to maintain a natural, well-groomed appearance while allowing the shrubs to reach mature and intended size. Great care shall be taken when trimming the plant material to understand and preserve the original design intent.
- 5. **PRUNING:** Plant pruning, shearing and trimming shall be accomplished under the supervision of an experienced specialist to assure this function is in accordance with recommended horticultural practices for properly allowing budding, blooming and growth habit to occur.

Frequency of pruning shall occur within the requirements of individual beds, species or individual growth patterns. Inspection for pruning needs shall be noted upon each site visit for planning of a pruning schedule. Selective pruning shall be performed on all ornamental trees and plants in order to maintain the natural habit of the plant and insure health and vigor.

Trees shall be maintained free of any low hanging branches or limbs which interfere with vehicular or pedestrian traffic. Suckers shall be removed from the trunk or the base of the tree as they emerge. Great care shall be taken as not to injure or scar the tree. Tree canopies will be maintained at a height of twelve feet wherever possible.

FERTILIZATION: A soils analysis shall be made to determine the fertilizer and soil amendment requirements for each individual species including turf.

Turf areas shall be fertilized five times a year using a fertilization formula adjusted for season and turf requirements. Fertilization shall maintain all turf areas in vigorous growing condition and exhibiting good color during the growing season. Turf areas shall be kept free of weeds by the use of "Weed & Feed" type fertilizers.

All plants, shrubs, groundcover, and trees shall be fertilized three times per year with a fertilization formula adjusted for the season and growth conditions of the year. The fertilizer shall contain minor elements.

Feeding of all trees shall be accomplished by either the use of tree fertilizer stakes or by application of organic fertilizer at the rate of one pound per caliper inch.

Fertilization of annual beds shall be as often as needed to maintain a good bloom and color to minimize replacements.

INSECT DISEASE AND CONTROL: The contractor shall be responsible for the treatment of insects and diseases affecting all turf, plants, groundcover and trees within the project boundaries. Appropriate insecticides and fungicides shall be used in accordance with Local, State and Federal regulations.

Applications shall be made on an as needed basis. Care shall be taken to spray only when weather conditions are favorable.

Use only EPA approved insecticides and fungicides.
Material Safety Data Sheets can be made available for any material being sprayed per OSHA regulations.

A spraying program shall be developed to minimize infestations by insects. This program shall be made available to the Owner for review. The program shall utilize integrated pest management practices.

REMOVAL OF DEBRIS AND CLEAN-UP: All turf and landscape beds shall be policed for litter and debris on each visit prior to mowing operations.

The contractor shall incorporate litter pick-up in the normal course of carrying out landscape functions in order to maintain a neat and orderly appearance.

All sidewalks and curbs should be blown-off immediately following mowing, edging, trimming or other landscape duties in order to maintain a neat and orderly appearance.

IRRIGATION INSPECTION: A visual inspection of mechanical functions such as sprinkler head operation, zone rotation and timing controls shall be done at each visit to insure proper watering of the site.

The irrigation system shall be monitored for proper watering of the site to ensure that the right quantity of water is being delivered to the plant material.

Any damage to the irrigation system caused by the contractor's maintenance crews shall be repaired at

his cost. Any repairs which are not the responsibility of the contractor shall be brought to the attention of the Owner. Prior to repair an estimate of the cost shall be given to the Owner for approval. Monthly inspections of system components to report to Owner. Incidental minor repairs, and adjustments to system are included in this contract.

HORTICULTURAL INSPECTION: The Contractor shall have on staff a certified horticultural professional to oversee the general landscape program. A monthly report detailing the month's activities and an evaluation of the property noting any problems which need to be rectified can be given to the Owner's for their review.

OWNER'S EVALUATION: On a monthly basis an evaluation form will be sent to the Owner's for their evaluation of the month's services. We encourage your comments and criticisms.

STATEMENT OF ETHICS: The Contractor and Owner agree that the execution and content of this contract will be subject to ethical standards including, but not limited to the following. Contractor and Owner shall neither recruit nor hire personnel in the employ of either party during the term of this contract nor for a period of one year after the termination of this contract. Owner and Contractor will not divulge the details of this agreement or any details of the business operations of either party to any outside source. It is understood that interaction between employees of Owner and Contractor shall be conducted in a professional and pleasant manner whenever they occur.

17. SUMMARY OF SERVICES TO BE PROVIDED:

- A. 52 Service visits per year, **All plant and sod material under 100% warranty.**
- B. Mowing Bermuda: Weekly
- C. Overseeding Bermuda: X INCLUDED NOT INCLUDED
- D. Mowing St-Augustine and Bahia: Weekly, March 15 through November 15
Bi-weekly or as needed November 16 through March 14
- E. Edging: To concur with mowing cycle: Hard surfaces- weekly, soft edges-bi weekly
- F. Weeding: Every service
- G. Trash Clean-up: Every service
- H. Agronomics: X INCLUDED NOT INCLUDED
Fertilization: If included, eight times a year as described in the specifications.
Spraying: if included, on an as needed basis as per the specifications.
- I. Mulching: X INCLUDED NOT INCLUDED
- J. Trimming & Pruning: To concur with mowing cycle
- K. Irrigation Inspection: X INCLUDED NOT INCLUDED
Twelve times per year, **100% warranty on all parts and labor.**
- L. Annual replacement: INCLUDED X NOT INCLUDED
Annuals to be replaced in 4 inch pots
- M. Palm Tree Pruning: X Included Not Included
1 times per year

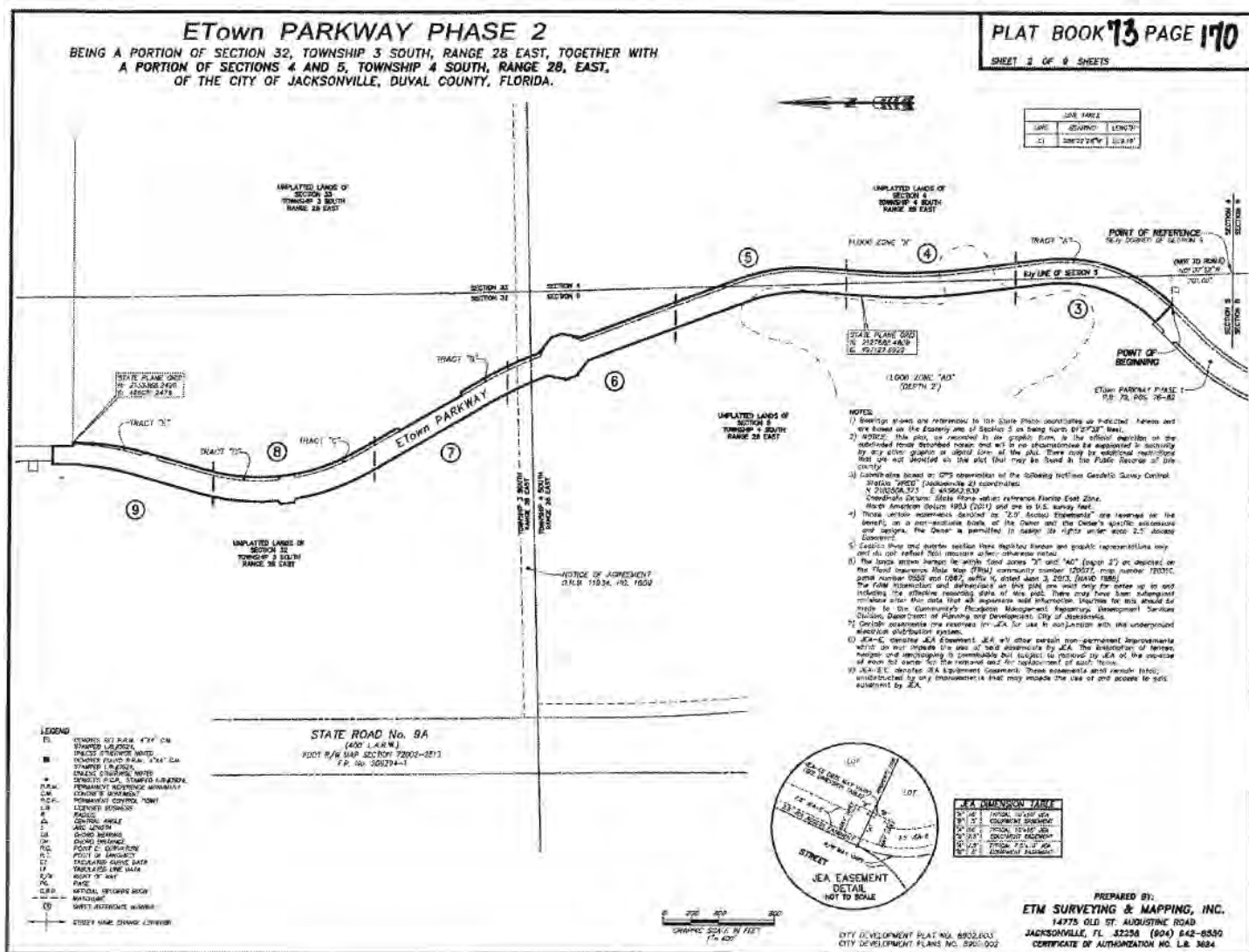
18. COMPENSATION FOR SERVICES:

Year One: \$12,327.00 per month

\$147,924.00 per year

EXHIBIT B

MAINTENANCE MAP



SEVENTH ORDER OF BUSINESS

B.

Cypress Bluff Community Development District

November 17, 2020

1. Consideration of Requisition Nos. 28
Series 2019 Acquisition and Construction Parcel E5 Bonds

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

**Cypress Bluff Community Development District
Series 2019 Acquisition and Construction Parcel E5 Bonds**

REQUISITION SUMMARY

Tuesday, November 17, 2020

Series 2019 Acquisition and Construction Parcel E5 Bonds - To Be Approved

11/17/2020	28	Carlton Construction, Inc.	eTown Swim & Fitness (Recharge) Application No. 11	\$588,856.12
			Requisitions to be approved November 17, 2020	\$588,856.12

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

Series 2019 Acquisition and Construction Parcel E5

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

- (A) Requisition Number: **28**
- (B) Name of Payee: **Carlton Construction, Inc.
The Heritage Bank
Account # 42341537
Routing # 061207839**
- (C) Amount Payable: **\$588,856.12**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **eTown Swim & Fitness (Recharge) Application No. 11**
- (E) Amount, if any, that is to be used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made:
Series 2019 Acquisition and Construction Parcel E5 Account

The undersigned hereby certifies that:

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

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

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

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

**CYPRESS BLUFF COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

Consulting Engineer

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER Cypress Bluff CDD 475 West Town Place, Suite 114 St. Augustine FL 32092	PROJECT: eTown Swim & Fitness(Recharge) 10571 Cypress eTown Parkway Jacksonville FL 32256	APPLICATION NO: 11	Distribution to:
FROM CONTRACTOR: Carlton Construction, Inc. 4615 U.S. Highway 17 Suite 1 Fleming Island FL 32003	VIA ARCHITECT: Basham & Lucas Design Group, Inc. 7645 Gate Parkway Suite 201 Jacksonville FL 32256	PERIOD TO: 10/31/2020	<input checked="" type="checkbox"/> OWNER
CONTRACT FOR: eTown Swim & Fitness (Recharge)		PROJECT NOS: 19-02	<input checked="" type="checkbox"/> ARCHITECT
		CONTRACT DATE: 12/19/2019	<input checked="" type="checkbox"/> CONTRACTOR
			<input type="checkbox"/> CONSULTANT

CONTRACTOR'S APPLICATION FOR PAYMENT

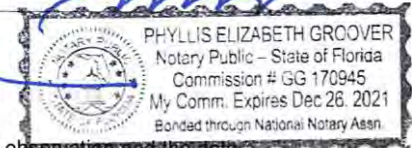
1. ORIGINAL CONTRACT SUM	4,959,822.28
2. Net change by Change Orders	82,672.38
3. CONTRACT SUM TO DATE (Line 1+2)	5,042,494.66
4. TOTAL COMPLETED & STORED TO DATE (Column G on detailed sheet)	4,493,061.29
5. RETAINAGE:	
a. 5.00 % of Completed Work (Column D + E on detailed sheet)	224,653.13
b. 5.00 % of Stored Material (Column F on detailed sheet)	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of detailed sheet)	224,653.13
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	4,268,408.16
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	3,679,552.04
8. CURRENT PAYMENT DUE	588,856.12
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	774,086.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in Previous month by Owner	50,810.10	0.00
Total approved this Month	31,862.28	0.00
NET CHANGES by Change Order	82,672.38	0.00
TOTAL	82,672.38	

CONTRACTOR'S CERTIFICATION OF WORK

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: [Signature] Date: 10/30/20
 State of: FL County of: Clay
 Subscribed and sworn to before me this 30th day of October 2020
 Notary Public: [Signature]
 My Commission Expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 588,856.12

(Attach explanation if amount certified differs from amount applied for). Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

Engineer: **Justin E Williams**
 By: [Signature] Date: 10/30/20
Digitally signed by Justin E Williams
 DN: cn=Justin E Williams, o=US,
 ou=COHNELLY AND WICKER INC.,
 ou=A01410C00000171122B277500015D35,
 email=williams@cweng.com
 Date: 2020.11.06 12:53:00 -0500

This Certificate is non negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor on this Contract.

PROGRESS BILLING

Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
1000 - Preconstruction Services	9,000.00		9,000.00	9,000.00			9,000.00	100.00		450.00
1002 - Performance Bond	41,818.76	764.16	42,582.92	42,288.92	294.00		42,582.92	100.00		2,129.15
1005 - Project Management	185,000.00		185,000.00	166,500.00	18,500.00		185,000.00	100.00		9,250.00
1010 - Concrete Testing	4,200.00	1,073.75	5,273.75	4,200.00	1,073.75		5,273.75	100.00		263.69
1013 - Procore	3,800.00		3,800.00	3,800.00			3,800.00	100.00		190.00
1030 - Builders Risk Insurance	16,170.00		16,170.00	12,500.00	169.00		12,669.00	78.35	3,501.00	633.45
1031 - Liability Insurance	22,319.20	342.62	22,661.82	17,517.00	2,652.00		20,169.00	89.00	2,492.82	1,008.45
1044 - Mailing/Shipping	108.00		108.00	80.00	28.00		108.00	100.00		5.40
1045 - Blueprinting	640.00		640.00	640.00			640.00	100.00		32.00
1050 - Safety	500.00		500.00	500.00			500.00	100.00		25.00
1060 - Small Tools	250.00		250.00	250.00			250.00	100.00		12.50
1104 - Electric Connection Fees	1.00		1.00						1.00	
1250 - Temporary Barriers	600.00		600.00	565.70	34.30		600.00	100.00		30.00
1251 - Jobsite toilets	2,970.00		2,970.00	2,441.22	458.78		2,900.00	97.64	70.00	145.00
1300 - Submittals	200.00		200.00	200.00			200.00	100.00		10.00
1310 - Permits	7,300.00		7,300.00	4,290.07	3,009.93		7,300.00	100.00		365.00
1330 - Surveying & Layout	9,401.00	13,249.00	22,650.00	15,599.00	7,051.00		22,650.00	100.00		1,132.50
1410.000 - Water Meter		29,352.28	29,352.28		29,352.28		29,352.28	100.00		1,467.61
1505 - Temp Electric	1,000.00		1,000.00	1,000.00			1,000.00	100.00		50.00
1507 - Temp Water	1,001.00		1,001.00	946.77	54.23		1,001.00	100.00		50.05
1520 - Field Office & Sheds	5,850.00		5,850.00	5,850.00			5,850.00	100.00		292.50
1560 - Generator Rental	7,200.00		7,200.00	2,937.00	4,263.00		7,200.00	100.00		360.00
1565 - Generator Fuel	1,200.00		1,200.00	156.00			156.00	13.00	1,044.00	7.80
1580 - Project Sign	500.00		500.00	500.00			500.00	100.00		25.00
1583 - Ice/Water	400.00		400.00	274.70			274.70	68.68	125.30	13.74
1585 - Temp Locks	90.00		90.00	90.00			90.00	100.00		4.50
1710 - Daily Cleaning	4,680.00		4,680.00	2,276.04	1,575.51		3,851.55	82.30	828.45	192.58
1720 - Dumpster	13,500.00		13,500.00	6,845.55	2,494.20		9,339.75	69.18	4,160.25	466.99
1725 - Field Office Supplies	360.00		360.00	360.00			360.00	100.00		18.00
1730 - Closeout documents	300.00		300.00						300.00	
1800 - Punch Out	1,000.00		1,000.00	225.98			225.98	22.60	774.02	11.30
1875 - Final Clean	2,760.00		2,760.00						2,760.00	
1885 - Photographs	100.00		100.00						100.00	

PROGRESS BILLING

Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
2010 - Misc. Sitework	10,000.00		10,000.00		81.53		81.53	0.82	9,918.47	4.08
2210 - Earthwork	428,127.00	14,822.16	442,949.16	429,506.34	6,721.00		436,227.34	98.48	6,721.82	21,811.37
2510 - Asphalt Paving	194,989.00		194,989.00	131,407.09	31,791.00		163,198.09	83.70	31,790.91	8,159.90
2517 - Concrete Sidewalk	34,705.50		34,705.50	8,141.00	26,564.50		34,705.50	100.00		1,735.28
2530 - Pool Deck Pavers	54,035.00	3,125.00	57,160.00	54,035.00	2,525.00		56,560.00	98.95	600.00	2,828.00
2660 - Water Distribution	68,008.00	2,712.50	70,720.50	66,647.49	4,073.01		70,720.50	100.00		3,536.03
2720 - Drainage System	158,405.00	7,120.66	165,525.66	127,755.68	37,769.98		165,525.66	100.00		8,276.28
2725 - Pool Deck Trench Drains		4,240.00	4,240.00	4,240.00			4,240.00	100.00		212.00
2730 - Sanitary Sewer	20,416.00		20,416.00	20,007.14	408.86		20,416.00	100.00		1,020.80
2829 - Dog Park Fencing	30,994.00		30,994.00	14,874.72	5,119.28		19,994.00	64.51	11,000.00	999.70
2832 - Playground Fencing	34,577.00		34,577.00	2,904.72	22,272.28		25,177.00	72.81	9,400.00	1,258.85
2833 - Aluminum Pool Fencing	42,650.00	1,004.00	43,654.00	17,107.20	12,550.80		29,658.00	67.94	13,996.00	1,482.90
2836 - Dumpster Gates	4,266.00		4,266.00		4,266.00		4,266.00	100.00		213.30
2838 - Pool Enclosure Gate	1,698.00		1,698.00		1,698.00		1,698.00	100.00		84.90
2850 - Steel Bollards	950.00		950.00	950.00			950.00	100.00		47.50
2868 - Artificial Turf	23,420.00		23,420.00	11,710.00	11,710.00		23,420.00	100.00		1,171.00
2870 - Playground Equipment	93,254.00	1,470.57	94,724.57	56,768.07	37,956.50		94,724.57	100.00		4,736.23
2880 - Site Furnishings	24,161.00		24,161.00	19,734.20	1,538.72		21,272.92	88.05	2,888.08	1,063.65
2900 - Landscaping	221,000.00	14,597.00	235,597.00	47,119.40	45,703.38		92,822.78	39.40	142,774.22	4,641.14
2905.000 - Mulch		16,150.00	16,150.00		16,150.00		16,150.00	100.00		807.50
2910 - Irrigation	68,000.00	10,000.00	78,000.00	78,000.00			78,000.00	100.00		3,900.00
3000 - Concrete	154,908.50	5,767.00	160,675.50	154,965.50	5,710.00		160,675.50	100.00		8,033.78
3010 - Site Concrete	32,991.00		32,991.00	32,991.00			32,991.00	100.00		1,649.55
3345 - Termite Treatment	681.00	235.50	916.50	666.50	250.00		916.50	100.00		45.83
3355 - Concrete Banding	22,732.00	-11,972.00	10,760.00	10,760.00			10,760.00	100.00		538.00
3475 - Hollowcore Slabs	39,850.00		39,850.00	39,850.00			39,850.00	100.00		1,992.50
4210 - Brick Veneer	33,953.00	787.00	34,740.00	34,740.00			34,740.00	100.00		1,737.00
4221 - CMU Wall	24,904.00		24,904.00	24,904.00			24,904.00	100.00		1,245.20
4222 - CMU - Honed Face	174,420.00	-27,762.00	146,658.00	146,658.00			146,658.00	100.00		7,332.90
4225 - Site CMU Wall	36,210.00	-5,250.00	30,960.00	30,959.26			30,959.26	100.00	0.74	1,547.96
4720 - Arch Cast Stone		15,944.32	15,944.32	11,362.97	4,581.35		15,944.32	100.00		797.22
4725 - Site Cast Stone	26,350.50	545.96	26,896.46	16,038.77	10,857.69		26,896.46	100.00		1,344.82
5100 - Structural Steel	98,500.00		98,500.00	98,500.00			98,500.00	100.00		4,925.00

PROGRESS BILLING

Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
5540 - Metal Stairs	56,000.00		56,000.00	56,000.00			56,000.00	100.00		2,800.00
5721 - Exterior Handrails	60,265.00		60,265.00	15,066.25	15,066.25		30,132.50	50.00	30,132.50	1,506.63
5800 - Countertop Supports	14,000.00		14,000.00	3,500.00	10,500.00		14,000.00	100.00		700.00
5810 - Bar Foot Rail	2,280.00		2,280.00	570.00	570.00		1,140.00	50.00	1,140.00	57.00
6020 - T&G - Exterior	4,505.00	6,357.12	10,862.12	10,862.12			10,862.12	100.00		543.11
6100 - Framing & Carp. Install	62,000.00	2,700.00	64,700.00	64,700.00			64,700.00	100.00		3,235.00
6101 - Lumber Package	10,821.00		10,821.00	10,569.85	61.53		10,631.38	98.25	189.62	531.57
6105 - Misc. Blocking	750.00	80.00	830.00	750.00	7.80		757.80	91.30	72.20	37.89
6190 - Truss Package	3,894.00	-0.09	3,893.91	3,893.91			3,893.91	100.00		194.70
6400 - Cabinetry	26,290.00	2,231.00	28,521.00		13,000.00		13,000.00	45.58	15,521.00	650.00
6700 - Rough Hardware	750.00	422.32	1,172.32	1,020.72	151.60		1,172.32	100.00		58.62
7100 - Waterproofing	12,446.00		12,446.00	11,847.00			11,847.00	95.19	599.00	592.35
7120 - Deck Traffic Coating	20,949.00		20,949.00	5,836.00			5,836.00	27.86	15,113.00	291.80
7200 - Insulation	12,764.00	461.99	13,225.99	12,764.00	461.99		13,225.99	100.00		661.30
7500 - Membrane Roofing	28,055.00		28,055.00	28,055.00			28,055.00	100.00		1,402.75
7610 - Metal Roofing	16,805.00	-1,655.00	15,150.00	15,150.00			15,150.00	100.00		757.50
7620 - Flashing Allowance	1,508.00	-812.00	696.00	696.00			696.00	100.00		34.80
7720 - Gutters	3,289.00	1,325.00	4,614.00		2,507.00		2,507.00	54.33	2,107.00	125.35
7915 - Coping Expansion Joints	2,074.00		2,074.00						2,074.00	
7920 - Sealants and Caulks	350.00		350.00	24.14			24.14	6.90	325.86	1.21
8101 - Door Installation	3,370.00	198.00	3,568.00		3,568.00		3,568.00	100.00		178.40
8220 - Fiberglass Doors	8,908.00	-153.45	8,754.55	1,600.00	4,838.60		6,438.60	73.55	2,315.95	321.93
8410 - Storefront System	58,688.00		58,688.00	58,688.00			58,688.00	100.00		2,934.40
8420 - Storefront - Interior	3,237.00		3,237.00	3,237.00			3,237.00	100.00		161.85
8450 - 50/50 OH Door	39,900.00	7,112.00	47,012.00	36,112.00			36,112.00	76.81	10,900.00	1,805.60
8710 - Door Hardware	7,509.00		7,509.00		5,855.00		5,855.00	77.97	1,654.00	292.75
8950 - Turnstile	8,445.00		8,445.00						8,445.00	
9010 - Floor Protection	500.00		500.00						500.00	
9100 - Stucco	38,850.00		38,850.00						38,850.00	
9105 - Site Stucco	14,200.00		14,200.00						14,200.00	
9250 - Drywall & Accoustic	145,203.00	4,348.00	149,551.00	101,129.00			101,129.00	67.62	48,422.00	5,056.45
9320 - Sign Wall Tile	4,720.00	261.00	4,981.00						4,981.00	
9437 - Roof Deck Tile	25,845.00		25,845.00	13,200.00			13,200.00	51.07	12,645.00	660.00

PROGRESS BILLING

Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
9541 - Flooring Package	18,223.00		18,223.00	9,500.00	8,723.00		18,223.00	100.00		911.15
9542 - Quartz Flooring	8,500.00		8,500.00	8,500.00			8,500.00	100.00		425.00
9900 - Painting	32,649.00	9,588.75	42,237.75	24,160.00	11,265.75		35,425.75	83.87	6,812.00	1,771.29
9910 - Site Painting	6,493.00		6,493.00	5,898.75	584.25		6,483.00	99.85	10.00	324.15
10165 - Toilet Partitions	13,296.00		13,296.00	11,579.04	1,716.96		13,296.00	100.00		664.80
10430 - Exterior Bldg. Signs	11,806.00	1,233.68	13,039.68	8,798.00			8,798.00	67.47	4,241.68	439.90
10433 - Informational Signage		15,035.50	15,035.50						15,035.50	
10435 - Main Entry Sign	10,030.00	786.24	10,816.24	6,650.00			6,650.00	61.48	4,166.24	332.50
10522 - Fire Extinguishers	1,050.00		1,050.00	812.50	40.50		853.00	81.24	197.00	42.65
10800 - Bath Accessories	9,694.00		9,694.00	8,347.57	1,212.54		9,560.11	98.62	133.89	478.01
12010 - Owner FF&E		87,693.65	87,693.65	74,721.04	12,972.61		87,693.65	100.00		4,384.68
13152 - Swimming Pool	504,000.00	-8,721.32	495,278.68	473,760.00	21,518.68		495,278.68	100.00		24,763.93
13300 - Prefab. Shade Structure	29,029.00	-9,179.00	19,850.00	19,850.00			19,850.00	100.00		992.50
13305 - Cantilever Shade Struct	49,772.00	-23,052.00	26,720.00	26,720.00			26,720.00	100.00		1,336.00
13650 - Solar Electric Panels	134,222.00		134,222.00	87,668.82	34,231.71		121,900.53	90.82	12,321.47	6,095.03
13700 - Cistern Tanks	4,790.00	530.00	5,320.00	4,790.00	530.00		5,320.00	100.00		266.00
14100 - Elevator	67,000.00		67,000.00	67,000.00			67,000.00	100.00		3,350.00
15100 - Plumbing	61,793.00	7,446.00	69,239.00	42,887.00	21,352.00		64,239.00	92.78	5,000.00	3,211.95
15110 - Site Plumbing	1,850.00		1,850.00	1,850.00			1,850.00	100.00		92.50
15700 - HVAC	47,953.00		47,953.00	32,549.00	15,404.00		47,953.00	100.00		2,397.65
16000 - Electrical	342,000.00	800.00	342,800.00	301,840.00	40,660.00		342,500.00	99.91	300.00	17,125.00
16110 - JEA Primary Duct		24,040.00	24,040.00	22,150.00	1,890.00		24,040.00	100.00		1,202.00
16720 - Security System	10,000.00		10,000.00		84.95		84.95	0.85	9,915.05	4.25
17100 - Contractor Contingency	160,000.00	-150,132.49	9,867.51						9,867.51	
17950 - CM Fee	233,127.82	5,408.00	238,535.82	182,772.00	29,765.00		212,537.00	89.10	25,998.82	10,626.85
Totals:	4,959,822.28	82,672.38	5,042,494.66	3,873,212.71	619,848.58		4,493,061.29	89.10	549,433.37	224,653.13

EIGHTH ORDER OF BUSINESS

A.

Cypress Bluff

Community Development District

Unaudited Financial Reporting
October 31, 2020



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Cypress Bluff
Community Development District
Combined Balance Sheet
October 31, 2020

	<u>Governmental Fund Types</u>			Totals (Memorandum Only)
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>2020</u>
<u>Assets:</u>				
Cash	\$114,149	---	---	\$114,149
Due from Developer	\$2,504	---	---	\$2,504
Investments:				
<i>Series 2019</i>				
Reserve	---	\$365,840	---	\$365,840
Revenue	---	\$292,977	---	\$292,977
Prepayment	---	\$33,907	---	\$33,907
Acquisition & Construction- Parcel E3A	---	---	\$201,971	\$201,971
Acquisition & Construction- Parcel E5	---	---	\$606	\$606
Acquisition & Construction- Parcel E7A	---	---	\$1,206,551	\$1,206,551
Acquisition & Construction- Sold Parcels	---	---	\$25,776	\$25,776
Acquisition & Construction	---	---	\$4,001	\$4,001
<i>Series 2020</i>				
Reserve	---	\$247,312	---	\$247,312
Revenue	---	\$494,601	---	\$494,601
Acquisition & Construction- Parcel E7C	---	---	\$3,164,771	\$3,164,771
Acquisition & Construction- Sold Parcels	---	---	\$11	\$11
Cost of Issuance	---	---	\$4,832	\$4,832
Due from Debt Service	\$14,543	---	---	\$14,543
Investment-SBA	\$350,129			\$350,129
Prepaid Expenses	\$92	---	---	\$92
Total Assets	<u>\$481,417</u>	<u>\$1,434,637</u>	<u>\$4,608,519</u>	<u>\$6,524,572</u>
<u>Liabilities:</u>				
Due to Debt Service	\$24,622	---	---	\$24,622
Due to General Fund	---	\$14,543	---	\$14,543
<u>Fund Balances:</u>				
Restricted for Debt Service	---	\$1,420,094	---	\$1,420,094
Unassigned	\$456,794	---	\$4,608,519	\$5,065,313
Total Liabilities and Fund Equity	<u>\$481,417</u>	<u>\$1,434,637</u>	<u>\$4,608,519</u>	<u>\$6,524,572</u>

Cypress Bluff
Community Development District
Statement of Revenues & Expenditures
For The Period Ending October 31, 2020

Description	ADOPTED BUDGET	PRORATED	ACTUAL THRU 10/31/20	VARIANCE
		BUDGET THRU 10/31/20		

Revenues:

Operation & Maintenance Assessments	\$834,342	\$0	\$0	0
Interest-SBA	\$0	\$0	\$88	88
Other Revenues	\$0	\$0	\$0	0

Total Revenues	\$834,342	\$0	\$88	88
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Expenditures

Administrative

Supervisor Fees	\$12,000	\$1,000	\$0	\$1,000
FICA Expense	\$918	\$77	\$0	\$77
Engineering	\$3,000	\$250	\$0	\$250
Arbitrage	\$800	\$67	\$0	\$67
Dissemination Agent	\$4,000	\$333	\$333	\$0
Attorney	\$30,000	\$2,500	\$0	\$2,500
Annual Audit	\$8,000	\$667	\$0	\$667
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Trustee Fees	\$15,000	\$1,250	\$0	\$1,250
Management Fees	\$45,000	\$3,750	\$3,750	\$0
Information Technology	\$2,000	\$167	\$250	(\$83)
Telephone	\$5,000	\$417	\$0	\$417
Postage	\$500	\$42	\$75	(\$34)
Printing & Binding	\$6,000	\$500	\$200	\$300
Insurance	\$5,000	\$5,000	\$5,381	(\$381)
Legal Advertising	\$5,000	\$417	\$595	(\$178)
Other Current Charges	\$5,250	\$438	\$18	\$420
Office Supplies	\$600	\$50	\$28	\$22
Dues, Licenses & Subscriptions	\$325	\$27	\$0	\$27
Website design/compliance	\$1,000	\$83	\$0	\$83

Total Administrative	\$154,393	\$22,033	\$15,630	\$6,403
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Grounds Maintenance

Pond Maintenance (Water Quality)	\$15,000	\$1,250	\$0	\$1,250
Landscape Maintenance	\$315,000	\$26,250	\$0	\$26,250
Landscape Contingency	\$20,000	\$1,667	\$0	\$1,667
Pump Maintenance	\$3,550	\$296	\$0	\$296
Reclaimed Water	\$20,000	\$1,667	\$470	\$1,197
Irrigation Repairs	\$4,000	\$333	\$0	\$333
Landscape Reserves	\$10,000	\$833	\$0	\$833
Other Repairs and Maintenance	\$6,000	\$500	\$0	\$500

Total Grounds Maintenance	\$393,550	\$32,796	\$470	\$32,326
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Cypress Bluff
Community Development District
Statement of Revenues & Expenditures
For The Period Ending October 31, 2020

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/20	ACTUAL THRU 10/31/20	VARIANCE
<u>Amenity</u>				
Insurance	\$12,500	\$1,042	\$0	\$1,042
Field Service Operations	\$35,000	\$2,917	\$0	\$2,917
Lifestyle Operations	\$40,000	\$3,333	\$0	\$3,333
Pool Maintenance	\$20,000	\$1,667	\$0	\$1,667
Pool Chemicals	\$12,000	\$1,000	\$0	\$1,000
Interim Facility Staffing	\$30,000	\$2,500	\$0	\$2,500
Janitorial Services	\$28,000	\$2,333	\$0	\$2,333
Refuse	\$4,200	\$350	\$0	\$350
Security and Gate Maintenance	\$4,500	\$375	\$0	\$375
Facility Maintenance	\$8,000	\$667	\$0	\$667
Elevator Maintenance	\$6,000	\$500	\$0	\$500
Cable and Utilities	\$5,500	\$458	\$0	\$458
Licenses and Permits	\$1,475	\$123	\$0	\$123
Repairs & Maintenance	\$5,000	\$417	\$0	\$417
Special Events	\$3,000	\$250	\$125	\$125
Holiday Decorations	\$1,500	\$125	\$0	\$125
Fitness Center R&M	\$5,000	\$417	\$2,438	(\$2,022)
Reserve for Amenities	\$10,000	\$833	\$0	\$833
Other Current Charges	\$3,000	\$250	\$0	\$250
Total Amenity	\$234,675	\$19,556	\$2,563	\$16,993
Total Expenditures	\$782,618	\$74,385	\$18,663	\$55,722
Excess Revenues/Expenses	\$51,724		(\$18,575)	
Fund Balance - Beginning	\$0		\$475,369	
Fund Balance - Ending	\$51,724		\$456,794	

Cypress Bluff
Community Development District
2019 Debt Service Fund
Statement of Revenues & Expenditures
For The Period Ending October 31, 2020

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/20	ACTUAL THRU 10/31/20	VARIANCE

Revenues

Special Assessments- Direct	\$731,680	\$0	\$0	\$0
Special Assessments- Tax Collector	\$0	\$0	\$0	\$0
Assessments- Prepayments	\$0	\$0	\$0	\$0
Interest Income	\$2,000	\$167	\$5	(\$162)

Total Revenues	\$733,680	\$167	\$5	(\$162)
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Expenditures

Series 2019

Interest-11/1	\$265,917	\$0	\$0	\$0
Principal-5/1	\$200,000	\$0	\$0	\$0
Interest-5/1	\$265,917	\$0	\$0	\$0

Total Expenditures	\$731,834	\$0	\$0	\$0
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Excess Revenues (Expenditures)	\$1,846		\$5	
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Fund Balance - Beginning	\$274,991		\$678,176	
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Fund Balance - Ending	\$276,837		\$678,181	
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Cypress Bluff
Community Development District
2020 Debt Service Fund
Statement of Revenues & Expenditures
For The Period Ending October 31, 2020

Description	PROPOSED BUDGET	PRORATED	ACTUAL THRU 10/31/20	VARIANCE
		BUDGET THRU 10/31/20		

Revenues

Special Assessments- Direct	\$494,601	\$0	\$0	\$0
Special Assessments- Tax Collector	\$0	\$0	\$0	\$0
Assessments- Prepayments	\$0	\$0	\$0	\$0
Interest Income	\$600	\$50	\$2	(\$48)

Total Revenues	\$495,201	\$50	\$2	(\$48)
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Expenditures

Series 2020

Interest-11/1	\$204,601	\$0	\$0	\$0
Principal-5/1	\$290,000	\$0	\$0	\$0
Interest-5/1	\$182,244	\$0	\$0	\$0

Total Expenditures	\$676,845	\$0	\$0	\$0
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Other Sources/(Uses)

Bond Proceeds	\$0	\$0	\$0	\$0
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Total Other	\$0	\$0	\$0	\$0
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Excess Revenues (Expenditures)	(\$181,644)		\$2	
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Fund Balance - Beginning	\$0		\$741,911	
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Fund Balance - Ending	(\$181,644)		\$741,913	
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Cypress Bluff
Community Development District
Capital Projects Fund
Statement of Revenues & Expenditures
For The Period Ending October 31, 2020

	Series 2019	Series 2020
<u>Revenues:</u>		
Interest	\$ 20	\$ 26
Total Revenues	\$ 20	\$ 26
<u>Expenditures</u>		
Capital Outlay	\$ 417,557	\$ -
Cost of Issuance	\$ -	\$ -
Underwriters Discount	\$ -	\$ -
Total Expenditures	\$ 417,557	\$ -
<u>Other Sources/(Uses)</u>		
Bond Proceeds	\$ -	\$ -
Total Other	\$0	\$0
Excess Revenues (Expenditures)	\$ (417,538)	\$ 26
Fund Balance - Beginning	\$ 1,856,443	\$ 3,169,588

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	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bondholder Contributions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E-Town Intercharge Project	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest-SBA	\$88	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$88
Other Revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$88	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$88

Expenditures:

Administrative

Supervisor Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination Agent	\$333	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$333
Attorney	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assessment Roll	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750
Information Technology	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$75	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75
Printing & Binding	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
Insurance	\$5,381	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,381
Legal Advertising	\$595	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$595
Other Current Charges	\$18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18
Office Supplies	\$28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28
Dues, Licenses & Subscriptions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Website design/compliance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative	\$15,630	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,630

Grounds Maintenance

Pond Maintenance (Water Quality)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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	\$470	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$470

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
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	\$470	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$470
<u>Amenity</u>													
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	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125
Holiday Decorations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fitness Center R&M	\$2,438	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,438
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	\$2,563	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,563
Total Expenditures	\$18,663	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,663
Excess Revenues (Expenditures)	(\$18,575)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$18,575)

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)
Mandatory Principal- 5/1/2020	(\$195,000)
Current Bonds Outstanding	\$11,040,000

Series 2020 Special Assessments Revenue Bonds

Interest Rate:	3.9-5.2%
Maturity Date:	11/1/2049
Reserve Fund Definition:	50% Max Annual Debt
Reserve Fund Requirement:	\$247,300.43
Reserve Fund Balance:	\$247,300.43
Bonds outstanding - 4/15/2020	\$7,705,000
Current Bonds Outstanding	\$7,705,000

CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2021 Assessment Receipts

ASSESSED TO	ASSESSED					
	# UNITS ASSESSED	SERIES 2019 DEBT NET	SERIES 2020 DEBT NET	SERIES 2020A DEBT NET	O&M NET	TOTAL NET ASMTS
EASTLAND TIMBER LLC	260		201,491.10		130,000.00	331,491.10
DRP CND ICI LLC	75	58,108.69			37,500.00	95,608.69
TOLL SOUTHEAST LP COMPANY INC.	358	110,793.90	166,617.63		179,000.00	456,411.53
PULTE HOME CORPORATION	324	56,966.56	64,495.00	272,097.00	105,300.00	498,858.56
ES-HOLDINGS ICI	70	54,234.77			35,000.00	89,234.77
PROVIDENCE CONSTRUCTION COMPANY	206	103,046.07	56,572.51		103,000.00	262,618.58
NET ASSESSMENTS BULK LANDS	1,293	383,149.99	489,176.24	272,097.00	589,800.00	1,734,223.23
DAVID WEEKLEY HOMES	191	143,334.30	4,649.79	-	95,500.00	243,484.09
PULTE HOME CORPORATION	143	53,593.86	-	112,955.68	46,474.82	213,024.36
TOLL SOUTHEAST LP COMPANY INC.	104	80,577.12	-	-	52,000.00	132,577.12
RESIDENTS	119	68,699.81	774.97	39,827.34	50,574.94	159,877.05
NET ASSESSMENTS PLATTED	557	346,205.10	5,424.76	152,783.02	244,549.76	748,962.63
TOTAL DISTRICT	1,850	729,355.09	494,601.00	424,880.02	834,349.76	2,483,185.86

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

Platted lots are due 11/30/20 with 4% early payment discount or full amount by 3/31/21

ASSESSED TO	RECEIPTS					
	BALANCE DUE	SERIES 2019 DEBT PAID	SERIES 2020 DEBT PAID	SERIES 2020 DEBT PAID	O&M PAID	TOTAL ASMTS PAID
EASTLAND TIMBER LLC	331,491.10	-			-	-
DRP CND ICI LLC	95,608.69	-			-	-
TOLL SOUTHEAST LP COMPANY INC.	456,411.53	-			-	-
PULTE HOME CORPORATION	498,858.56	-			-	-
ES-HOLDINGS ICI	89,234.77	-			-	-
PROVIDENCE CONSTRUCTION COMPANY	262,618.58	-			-	-
NET ASSESSMENTS BULK LANDS	1,734,223.23	-	-	-	-	-
DAVID WEEKLEY HOMES	243,484.09					-
PULTE HOME CORPORATION	213,024.36					-
TOLL SOUTHEAST LP COMPANY INC.	132,577.12					
RESIDENTS	136,258.05	9,171.26	-	7,697.74	6,750.00	23,619.00
NET ASSESSMENTS PLATTED	725,343.62	9,171.26	-	7,697.74	6,750.00	23,619.00
TOTAL DISTRICT	2,459,566.85	9,171.26	-	7,697.74	6,750.00	23,619.00

DIRECT BILL % COLLECTED	0%	0%	0%	0%	0%
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B.

Cypress Bluff

Community Development District

Check Run Summary October 31, 2020

Fund	Date	Check No.	Amount
Payroll			
		Subtotal	<u>\$ -</u>
General Fund	10/1/20	173	\$ 25,237.00
	10/9/20	176-184	\$ 13,546.47
	10/15/20	185	\$ 4,160.00
	10/23/20	186	\$ 167.38
	10/29/20	176-V	\$ (300.00)
		Subtotal	<u>\$ 42,810.85</u>
Total			\$ 42,810.85

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/01/20	00005	9/15/20 37	202010 310-51300-31700		*	5,000.00	
		FY21 ASSESSM ROLL CERTIF		GOVERNMENTAL MANAGEMENT SERVICES			5,000.00 000173
10/01/20	00012	9/01/20 920014	202009 320-57200-46100		*	6,027.00	
		SEP LANDSCAPE MAINTENANCE		SUN STATE NURSERY			6,027.00 000174
10/01/20	00012	9/01/20 920015	202009 320-57200-46100		*	11,120.00	
		SEP LANDSCAPE MAINTENANCE					
		9/01/20 920015	202009 320-57200-46100		*	3,090.00	
		BAHIA ROADSIDE SERVICES		SUN STATE NURSERY			14,210.00 000175
10/09/20	00024	10/06/20 10062020	202010 320-57200-49400		*	300.00	
		TRIVIA NIGHT 10/26/2020		BRANDON TOMASELLO			300.00 000176
10/29/20	00024	10/06/20 10062020	202010 320-57200-49400		V	300.00-	
		TRIVIA NIGHT 10/26/2020		BRANDON TOMASELLO			300.00-000176
10/09/20	00023	9/28/20 1	202009 310-51300-31300		*	100.00	
		SE2019 AMORT SCHDL PREPAY		DISCLOSURE SERVICES LLC			100.00 000177
10/09/20	00021	10/06/20 10062020	202010 320-57200-49400		*	125.00	
		TRIVIA NIGHT 10/26/2020		EXECUTIVE FOOD SERVICES, INC DBA			125.00 000178
10/09/20	00005	10/01/20 38	202010 310-51300-34000		*	3,750.00	
		OCT MANAGEMENT FEES					
		10/01/20 38	202010 310-51300-35200		*	250.00	
		OCT INFORM TECHNOLOGY					
		10/01/20 38	202010 310-51300-31300		*	333.33	
		OCT DISSEMINATION SERVICE					
		10/01/20 38	202010 310-51300-51000		*	28.01	
		OFFICE SUPPLIES					
		10/01/20 38	202010 310-51300-42000		*	75.40	
		POSTAGE					
		10/01/20 38	202010 310-51300-42500		*	199.65	
		COPIES		GOVERNMENTAL MANAGEMENT SERVICES			4,636.39 000179
10/09/20	00005	9/01/20 35	202009 310-51300-34000		*	3,750.00	
		SEP MANAGEMENT FEES					

CYBL -CYPRESS BLUF' OKUZMUK

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		9/01/20 35	202009 310-51300-35200		*	83.33	
			SEP WEBSITE ADMIN				
		9/01/20 35	202009 310-51300-35200		*	166.67	
			SEP INFORM TECHNOLOY				
		9/01/20 35	202009 310-51300-31300		*	500.00	
			SEP DISSEMINATION SERVICE				
		9/01/20 35	202009 310-51300-51000		*	17.86	
			OFFICE SUPPLIES				
		9/01/20 35	202009 310-51300-42000		*	39.55	
			POSTAGE				
		9/01/20 35	202009 310-51300-42500		*	297.30	
			COPIES				
				GOVERNMENTAL MANAGEMENT SERVICES			4,854.71 000180
10/09/20 00007		9/30/20 117550	202008 310-51300-31500		*	685.00	
			AUG GENERAL COUNSEL				
				HOPPING GREEN & SAMS			685.00 000181
10/09/20 00002		10/06/20 20-05881	202010 310-51300-48000		*	427.25	
			NOTICE LANDOWNERS'MEETING				
				JACKSONVILLE DAILY RECORD			427.25 000182
10/09/20 00015		10/03/20 10032020	202009 320-57200-46000		*	1,102.50	
			SEP LIFESTYLE COORDINATOR				
				MARY GRACE LAMENDOLA			1,102.50 000183
10/09/20 00015		10/03/20 10032020	202009 320-57200-49400		*	42.70	
			WEIGHT BAGS FOR TENTS				
		10/03/20 10032020	202009 320-57200-49400		*	23.94	
			ROPE FOR PARKING AREA				
		10/03/20 10032020	202009 320-57200-49400		*	4.85	
			SAND BAGS FOR TENT WEIGHT				
		10/03/20 10032020	202009 320-57200-49400		*	27.24	
			TABLE TOPPERS				
		10/03/20 10032020	202009 320-57200-49400		*	285.34	
			BAR TABLES/TABLECLOTHS				
		10/03/20 10032020	202009 320-57200-49400		*	7.95	
			BINGO GAME SHEETS				
		10/03/20 10032020	202009 320-57200-49400		*	630.38	
			PROJECTOR/SCREEN/SPEAKER				
		10/03/20 10032020	202009 320-57200-49400		*	14.06	
			CUPS/NAPKINS/ICE				
		10/03/20 10032020	202009 320-57200-49400		*	23.76	
			DRINKS FOR PIZZA PARTY				
		10/03/20 10032020	202009 320-57200-49400		*	23.62	
			TABLE TOPPERS				

CYBL -CYPRESS BLUF' OKUZMUK

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		10/03/20	10032020 202009 320-57200-49400		*	231.78	
			BAR TABLES/TABLECLOTHS				
				MARY GRACE LAMENDOLA			1,315.62 000184
10/15/20	00012	9/30/20	920057 202009 320-57200-46100		*	4,160.00	
			SEP LANDSCAPE MAINTENANCE				
				SUN STATE NURSERY			4,160.00 000185
10/23/20	00002	10/16/20	20-06155 202010 310-51300-48000		*	167.38	
			NOTICE MEETING 10/27/20				
				JACKSONVILLE DAILY RECORD			167.38 000186
						TOTAL FOR BANK A	42,810.85
						TOTAL FOR REGISTER	42,810.85

CYBL -CYPRESS BLUF' OKUZMUK

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 37
Invoice Date: 9/15/20
Due Date: 9/15/20
Case:
P.O. Number:

Bill To:

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

RECEIVED

SEP 16 2020

Description	Hours/Qty	Rate	Amount
Assessment Roll Certification - FY 2021		5,000.00	5,000.00
5 A 1,810,513.817			
Total			\$5,000.00
Payments/Credits			\$0.00
Balance Due			\$5,000.00

Sun State Nursery & Landscaping, Inc.

INVOICE

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

INVOICE # 920014
DATE: September 1, 2020

Bill To:
GMS
475 West Town Place, Suite 114
St. Augustine, FL. 32092

For:
E - Town Phase 1

DESCRIPTION	AMOUNT
Landscape Management for the month of September.	\$ 6,027.00
<p>12 (A) 1,320, 582 464</p> <p>SEP 28 2020</p>	
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 Philips Highway
Jacksonville, FL 32256
Phone (904) 260-0822 Fax (904) 260-0833

INVOICE # 920015
DATE: September 1, 2020

Bill To:
GMS
475 West Town Place, Suite 114
St. Augustine, FL. 32092

For:
E - Town Phase 2

DESCRIPTION	AMOUNT
Landscape Management for the month of September.	\$11,120.00
Bahia Roadside Services	\$3,090.00
<i>12 @</i> <i>1,320,572,461</i> <i>SEP 28 2020</i>	
TOTAL	\$14,210.00

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!

From: MaryGrace LaMendola marygrace@etownjax.com
Subject: Cypress Bluff - October Checks Needed
Date: October 6, 2020 at 8:55 AM
To: dlaughlin@gmsnf.com, Oksana Kuzmuk okuzmuk@gmsnf.com



Good morning Daniel and Oksana - I am leaving on Thursday for my wedding and honeymoon and will be gone for a couple of weeks. I am getting this to you now so that when I get home the checks will be here for my Trivia Event on October 29th.

Please issue the following checks and mail to my home address at 238 Garden Wood Dr. Ponte Vedra, FL 32081

I have attached W-9's for each of the Vendors-

Executive Food Services \$125.00

~~Brandon Thomasello - \$300.00~~

Let me know if you have any questions.

RECEIVED

OCT 06 2020

Mary Grace Lamendola
eTown Lifestyle Director
MaryGrace@etownjax.com



etownjax.com
904-503-0964

24 @ Brandon Thomasello

21 @ Executive food

1,320,572.494



W-9 Form 941- October 2018 Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.		Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank. Executive Food Services, Inc				
2 Business name/disregarded entity name, if different from above EFS Catering/ Good Spirits				
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (S-C corporation, S-S corporation, P-partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶				
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>Please do not check code maintained by the IRS.</small>				
5 Address (number, street, and apt. or suite no.) See instructions. 755 Hazelwood Court		Requester's name and address (optional)		
6 City, state, and ZIP code Green Cove Springs, FL 32043				
7 List account numbers here (optional)				

Disclosure Services LLC

1005 Bradford Way
Kingston, TN 37763

Invoice

Date	Invoice #
9/28/2020	1

RECEIVED

OCT 01 2020

Bill To
Cypress Bluff CDD C/O GMS

Terms	Due Date
Net 30	10/28/2020

Description	Amount
Amortization Schedule Series 2019 11-1-20 Prepay \$15,000 <i>23 (A)</i> <i>1,810,513.813</i>	100.00

Total	\$100.00
Payments/Credits	\$0.00
Balance Due	\$100.00

Phone #
865-717-0976

E-mail
tcarter@disclosureservices.info

<div style="background-color: black; color: white; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">W-9</div>	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
<p>▶ Go to www.irs.gov/Form990 for instructions and the latest information.</p>		
<p>1. Name of the organization (do not check this box unless the organization is a U.S. government agency):</p> <p>Executive Fund Services, Inc.</p>		
<p>2. The organization's principal office (do not check this box unless the organization is a U.S. government agency):</p> <p>22100 E. 1st Avenue, Suite 100, Denver, CO 80231</p>		
<p>3. The organization's tax-exempt status (do not check this box unless the organization is a U.S. government agency):</p> <p>501(c)(3) Charitable</p>		
<p>4. The organization's EIN (do not check this box unless the organization is a U.S. government agency):</p> <p>84-1234567</p>		
<p>5. The organization's purpose (do not check this box unless the organization is a U.S. government agency):</p> <p>Charitable</p>		
<p>6. The organization's address (do not check this box unless the organization is a U.S. government agency):</p> <p>22100 E. 1st Avenue, Suite 100, Denver, CO 80231</p>		
<p>7. The organization's telephone number (do not check this box unless the organization is a U.S. government agency):</p> <p>303-555-1234</p>		
<p>8. The organization's website (do not check this box unless the organization is a U.S. government agency):</p> <p>www.executivefund.org</p>		
<p>9. The organization's state of incorporation (do not check this box unless the organization is a U.S. government agency):</p> <p>CO</p>		
<p>10. The organization's date of incorporation (do not check this box unless the organization is a U.S. government agency):</p> <p>01/01/2000</p>		
<p>11. The organization's date of termination (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>12. The organization's date of dissolution (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>13. The organization's date of liquidation (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>14. The organization's date of reorganization (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>15. The organization's date of conversion (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>16. The organization's date of merger (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>17. The organization's date of acquisition (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>18. The organization's date of disposition (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>19. The organization's date of termination of authority (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>20. The organization's date of termination of existence (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>21. The organization's date of termination of operations (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>22. The organization's date of termination of activity (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>23. The organization's date of termination of participation (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>24. The organization's date of termination of involvement (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>25. The organization's date of termination of association (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>26. The organization's date of termination of relationship (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>27. The organization's date of termination of connection (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>28. The organization's date of termination of affiliation (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>29. The organization's date of termination of association (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>30. The organization's date of termination of relationship (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>31. The organization's date of termination of connection (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>32. The organization's date of termination of affiliation (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>33. The organization's date of termination of association (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>34. The organization's date of termination of relationship (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>35. The organization's date of termination of connection (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>36. The organization's date of termination of affiliation (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>37. The organization's date of termination of association (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>38. The organization's date of termination of relationship (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>39. The organization's date of termination of connection (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>40. The organization's date of termination of affiliation (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>41. The organization's date of termination of association (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>42. The organization's date of termination of relationship (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>43. The organization's date of termination of connection (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>44. The organization's date of termination of affiliation (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>45. The organization's date of termination of association (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>46. The organization's date of termination of relationship (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>47. The organization's date of termination of connection (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>48. The organization's date of termination of affiliation (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>49. The organization's date of termination of association (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>50. The organization's date of termination of relationship (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>51. The organization's date of termination of connection (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>52. The organization's date of termination of affiliation (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>53. The organization's date of termination of association (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		
<p>54. The organization's date of termination of relationship (do not check this box unless the organization is a U.S. government agency):</p> <p>None</p>		

Governmental Management Services, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 35
Invoice Date: 9/1/20
Due Date: 9/1/20
Case:
P.O. Number:

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

RECEIVED

OCT 08 2020

Description	Hours/Qty	Rate	Amount
Management Fees - September 2020 1.310, 573.340		3,750.00	3,750.00
Website Administration - September 2020 352		83.33	83.33
Information Technology - September 2020 352		166.67	166.67
Dissemination Agent Services - September 2020 313		500.00	500.00
Office Supplies 570		17.86	17.86
Postage 420		39.55	39.55
Copies 425		297.30	297.30
5 (A)			
Total			\$4,854.71
Payments/Credits			\$0.00
Balance Due			\$4,854.71

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

RECEIVED

OCT 06 2020

Invoice #: 38

Invoice Date: 10/1/20

Due Date: 10/1/20

Case:

P.O. Number:

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

Description	Hours/Qty	Rate	Amount
Management Fees - October 2020 1,310,573.340		3,750.00	3,750.00
Information Technology - October 2020 352		250.00	250.00
Dissemination Agent Services - October 2020 313		333.33	333.33
Office Supplies 570		28.01	28.01
Postage 420		75.40	75.40
Copies 425		199.65	199.65
5 A			
Total			\$4,636.39
Payments/Credits			\$0.00
Balance Due			\$4,636.39

Hopping Green & Sams

Attorneys and Counselors

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

7A
1,810.815.575

STATEMENT

September 30, 2020

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

Bill Number 117550
Billed through 08/31/2020

RECEIVED

OCT 06 2020

General Counsel

CBCDD 00001 KSB

FOR PROFESSIONAL SERVICES RENDERED

08/10/20	KSB	Prepare published assessment notice.	0.30 hrs
08/10/20	KEM	Prepare published assessment notice.	0.10 hrs
08/19/20	KEM	Prepare comments to meeting agenda.	0.10 hrs
08/25/20	KSB	Confer with district manager regarding agenda.	0.30 hrs
08/31/20	KSB	Prepare appropriation resolution, assessment resolution; prepare requisition.	1.80 hrs
Total fees for this matter			\$685.00

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.20 hrs	125 /hr	\$25.00
Buchanan, Katie S.	2.40 hrs	275 /hr	\$660.00

TOTAL FEES \$685.00

TOTAL CHARGES FOR THIS MATTER \$685.00

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	0.20 hrs	125 /hr	\$25.00
Buchanan, Katie S.	2.40 hrs	275 /hr	\$660.00

TOTAL FEES \$685.00

TOTAL CHARGES FOR THIS BILL \$685.00

Please include the bill number with your payment.

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

P.O. Box 1769
Jacksonville, FL 32201
(904) 356-2466

2 (A)
1,810.573.480

INVOICE

October 6, 2020

Date

RECEIVED

OCT 06 2020

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

Payment Due Upon Receipt

Serial #	20-05881D	PO/File #		\$427.25
				Amount Due
Notice of Landowners' Meeting and Election and Meeting of the Board of Supervisors				
				Amount Paid
Cypress Bluff Community Development District				\$427.25
				Payment Due
Case Number				
Publication Dates	10/6,13			
County	Duval			

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

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

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 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 1,249.70 acres, located east of U.S. Highway 9B, south of R.G. Skinner Parkway, and north of Phillips 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: 1:00 P.M.

PLACE: eTown Welcome Center
11003 E-Town Parkway
Jacksonville, Florida 32256

While it is anticipated that the aforementioned meetings will be held at the location above, in the event that the COVID-19 public health emergency prevents the meetings and election from occurring in person, they may be conducted remotely, via communications media technology and/or by telephone pursuant to Executive Orders 20-52, 20-69, 20-112, 20-114, 20-123, 20-150, and 20-193 issued by Governor DeSantis, as such orders may be extended, and pursuant to Section 120.54(5)(b)2., Florida Statutes. The District fully encourages public participation in a safe and efficient manner. To that end, information about how the meetings and election will be held and instructions for connecting and participating may be found at the District's website, <https://cypressbluffdd.com/>, or by contacting the District Manager at 904-940-5860. Additionally, participants are strongly encouraged to submit questions and comments to the District Manager's Office at least 24 hours in advance to facilitate consideration of such questions and comments.

Each landowner may vote in per-

son (or remotely, if communications media technology is utilized) or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 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 is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for the meeting may be obtained from the District Manager's Office. Even if the meeting is held in person, 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.

James Perry
District Manager
Oct. 6/13 00 (20-05881D)

RECEIVED

Invoice To: Cypress Bluff CDD
 Invoice: 00 004
 Date: September 2020

OCT 03 2020

Services by: Mary Grace LaMendola
 E-Town Lifestyle Coordinator
 Period of Services: September 1-30, 2020

9/1/20	2:00pm - 6:00pm	4	Phone meeting with Larry EFS Catering; create Eventbrite; create Mailchimp; processes for Eventbrite & Mailchimp
9/2/20	10:15am - 12:00pm	1.75	Update project list; send contract/W-9 to Ashton Taylor; send event summary/email to EFS Catering; update Social Media Procedures; emails
	2:00pm - 4:30pm	2.5	Zoom meeting with Lauren, update Social Media Procedures; review emails
9/3/20	2:30pm - 4:15pm	1.5	update FB post, emails, maintain FB invites, call with Carling
9/4/20	2:00pm - 4:00pm	2	emails, Shannon with Marco's Pizza, FB invites
9/8/20	1:45pm - 3:45pm	2	Photo shoot at eTown, meeting with Caterers
9/9/20	2:45pm - 4:30pm	1.75	FB postings /training with Lauren
9/10/20	9:00am - 11:00am	2	FB posts, emails,
9/11/20	2:00pm - 4:00pm	2	event layout, day of event list, emails, schedule final email
9/14/20	2:30pm - 5:00pm	2.5	pick up checks, emails, maintain FB invites,
9/15/20	1:00pm - 2:00pm	1	eTown instagram, review for set up Wine Down Wednesday
9/16/20	3:00pm - 8:15pm	5.25	Wine Down Wednesday Event
9/17/20	8:30am - 11:00am	3	Recap, Meeting with Parc Group Marketing; Start details for Pop Up Pizza Party (September 29), Pop up Food Truck (October 15);
9/18/20	12:15pm - 1:45pm	1.5	emails, reach out to cleaners for pricing, details for next 2 events.
9/19/20		1.5	research, order high top tables, cloths, toppers
9/21/20	3:00pm - 4:30pm	1.5	emails, maintain FB invites, FB Post for PUPizza
9/24/20	7:45am - 10:00am	2.25	FB posts for PU Pizza and PU Food Truck; maintain FB invites; update project list
9/26/20		1.5	Put together new tables, set with tablecloths, fill sand bag weights for tents, deliver to eTown in truck
9/28/20	7:00am - 8:00am	1	mail chimp pizza party, emails
9/29/20	3:00pm - 7:45pm	4.75	Pop Up Pizza Party Event, Shopping for event
	8:30pm - 9:30pm	1	Recap event
9/30/20	8:15am - 11:00am	2.75	order from Amazon, Trivia Night Proposal-October 29, compile Sept. expenses
		49	Total Hours
		\$22.50	Hourly Rate
		\$1,102.50	Total Due

Please submit payment to: Mary Grace LaMendola
 238 Garden Wood Dr.
 Ponte Vedra, FL 32081

Send invoice to: Daniel Laughlin
 Oksana Kuzmuk
 dlaughlin@gmsnf.com
 okuzmuk@gmsnf.com

15
 1,320.572.460

REIMBURSEMENT FOR EXPENSES

September 2020

- Reimb

RECEIVED

OCT 03 2020

DATE	PAYABLE TO:	AMOUNT	DESCRIPTION
9/4/2020	Amazon.com SE	✓ \$42.70	Weight bags for tents
9/6/2020	Home Depot	✓ \$23.94	Rope for Parking Area
9/6/2020	Home Depot	✓ \$4.85	Sand for tent weights
9/19/2020	CV Linens	✓ \$27.24	Table Toppers
9/19/2020	Amazon.com	✓ \$285.34	4 Bar Height Tables, 4 spandex tablecloths
9/25/2020	Amazon.com	✓ \$7.95	Bingo Game Sheets
9/25/2020	Amazon.com	✓ \$630.38	Projector, Movie Screen, Outdoor lights, Speaker System
9/29/2020	Publix SE	✓ \$14.06	Cups, Napkins, Ice for Pizza Party
9/29/2020	Publix SE	✓ \$23.76	Drinks for Pizza Party
9/30/2020	CV Linens	✓ \$23.62	Table Toppers
9/30/2020	Amazon.com	\$231.78	4 Bar Height Tables, 4 spandex tablecloths
		\$1,315.62	TOTAL

15 (A)

SE 1,315.62, 494

9/4/2020

amazon.com

Amazon.com - Order 114-3930695-9389868

Details for Order #114-3930695-9389868
Print this page for your records.

Order Placed: September 4, 2020
Amazon.com order number: 114-3930695-9389868
Order Total: \$42.70

Not Yet Shipped

Items Ordered

2 of: *Eurmax Weight Bags for Pop up Canopy Outdoor Shelter, Instant shelter Leg Canopy Weights, Sand Bags, Set of 4*
Sold by: Eurmax Direct ([seller profile](#))

Price
\$21.35

Condition: New

Shipping Address:

Mary Grace LaMendola
238 GARDEN WOOD DR
PONTE VEDRA, FL 32081-5084
United States

Shipping Speed:

FREE Shipping

Payment information

Payment Method:

Visa | Last digits: 7969

Billing address

Mary Grace LaMendola
238 GARDEN WOOD DR
PONTE VEDRA, FL 32081-5084
United States

Item(s) Subtotal:	\$42.70
Shipping & Handling:	\$8.62
Free Shipping:	-\$8.62

Total before tax:	\$42.70
Estimated tax to be collected:	\$0.00

Grand Total:	\$42.70

To view the status of your order, return to [Order Summary](#).

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**How doers
get more done.**

9021 SOUTHSIDE BLVD.
JACKSONVILLE, FL 32256 (904) 464-0046

0226 00051 82258 09/06/20 04:29 PM
SALE SELF CHECKOUT

764661156505 50# SAND <A> 4.35
50LB SAKRETE PLAY SAND

SUBTOTAL 4.85
SALES TAX 0.34
TOTAL \$5.19

XXXXXXXXXXXX3822 DEBIT
USD\$ 5.19
AUTH CODE 001422
Chip Read Verified By PIN
AID A0000000980840 US DEBIT

0226 09/06/20 04:29 PM



RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 180 03/05/2021

Due to COVID-19, we have extended our
returns policy for most items.
Please see homedepot.com for details.

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H88 165031 164856
PASSWORD: 20456 164805

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



**How doers
get more done.**

3790 S THIRD STREET SO
JACKSONVILLE BEACH, FL (904) 2477225

6974 00052 17781 09/12/20 05:44 PM
SALE SELF CHECKOUT

030699731244 POLY ROPE <A>
1/4"X100' ALL PURPOSE POLY ROPE
2@11.97 23.94

SUBTOTAL 23.94
SALES TAX 1.68
TOTAL \$25.62

XXXXXXXXXXXX5617 MASTERCARD
USD\$ 25.62
AUTH CODE 53638P/2520636 TA
Chip Read
AID A0000000041010 MasterCard

6974 09/12/20 05:44 PM



RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 180 03/11/2021

Due to COVID-19, we have extended our
returns policy for most items.
Please see homedepot.com for details.

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

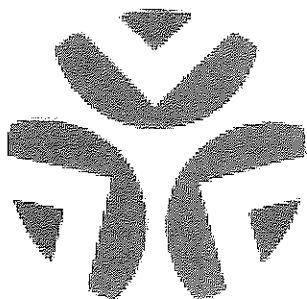
www.homedepot.com/survey

User ID: H89 42825 35903
PASSWORD: 20462 35851

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

Free shipping on orders of \$99+**

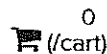
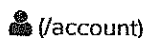
We are open and ready to ship. Our showroom is closed, but we offer curbside pickup Mon-Fri 9:00am-5:00pm. View our response to COVID-19 here: [LEARN MORE \(/pages/important-updates\)](#)



CV LINENS

(/)

Search



Order SH-182879

[Print](#)

Placed on September 19, 2020 04:29PM

Product	SKU	Price	Quantity	Total
Spandex Table Topper/Cap 30"-36" Round - Aqua Blue (/products/spandex-table-toppercap-30-36-round-aqua-blue) Fulfilled 21 Sep 10:43 UPS Tracking#: 1Z911Y271290753908 (https://www.ups.com/WebTracking? https://www.ups.com/WebTracking?loc=en_US&requester=ST&trackNums=1Z911Y271290753908)	8768us	\$1.98	8	\$15.84

Subtotal: \$15.84

Shipping: \$11.40

Total: **\$27.24 US**

Billing Address

Payment Status: paid

Mary grace Lamendola

238 Garden Wood Drive, Ponte Vedra Beach, Florida

United States

(904) 874-9373

Shipping Address

**Details for Order #113-0854940-1848213**Print this page for your records.**Order Placed:** September 19, 2020**Amazon.com order number:** 113-0854940-1848213**Order Total:** \$300.66**Shipping now****Items Ordered**1 of: *Flash Furniture 2.6-Foot Round Granite White Plastic Bar Height Folding Table*

Sold by: Amazon.com Services LLC

Condition: New

Price

\$58.99

Shipping Address:

Cypress Bluff Community Development District

238 GARDEN WOOD DR

PONTE VEDRA, FL 32081-5084

United States

Shipping Speed:

FREE Shipping

Shipped on September 21, 2020**Items Ordered**1 of: *Flash Furniture 2.6-Foot Round Granite White Plastic Bar Height Folding Table*

Sold by: Amazon.com Services LLC

Condition: New

Price

\$58.99

Shipping Address:

Cypress Bluff Community Development District

238 GARDEN WOOD DR

PONTE VEDRA, FL 32081-5084

United States

Shipping Speed:

FREE Shipping

Shipped on September 21, 2020**Items Ordered**1 of: *Flash Furniture 2.6-Foot Round Granite White Plastic Bar Height Folding Table*

Sold by: Amazon.com Services LLC

Condition: New

Price

\$58.99

Shipping Address:

Cypress Bluff Community Development District

238 GARDEN WOOD DR

9/21/2020

Amazon.com - Order 113-0854940-1848213

PONTE VEDRA, FL 32081-5084
United States

Shipping Speed:
FREE Shipping

Shipping now

Items Ordered

1 of: *Flash Furniture 2.6-Foot Round Granite White Plastic Bar Height Folding Table*
Sold by: Amazon.com Services LLC

Price
\$58.99

Condition: New

Shipping Address:

Cypress Bluff Community Development District
238 GARDEN WOOD DR
PONTE VEDRA, FL 32081-5084
United States

Shipping Speed:
FREE Shipping

Shipped on September 20, 2020

Items Ordered

2 of: *Tina's 2 Pack 32x43 Cocktail Spandex Stretch Square Corners Tablecloth (2PC 32x43 White)*
Sold by: Tina Group Limited ([seller profile](#))

Price
\$24.69

Condition: New

Shipping Address:

Cypress Bluff Community Development District
238 GARDEN WOOD DR
PONTE VEDRA, FL 32081-5084
United States

Shipping Speed:
FREE Shipping

Payment information

Payment Method:

MasterCard | Last digits: 5617

Billing address

Cypress Bluff Community Development District
238 GARDEN WOOD DR
PONTE VEDRA, FL 32081-5084
United States

Item(s) Subtotal: \$285.34
Shipping & Handling: \$44.29
Free Shipping: -\$44.29

Total before tax: \$285.34
Estimated tax to be collected: ~~\$28.53~~

Grand Total: \$309.65

To view the status of your order, return to [Order Summary](#).

9/25/2020

amazon.com

Amazon.com - Order 114-8271317-4600213

Details for Order #114-8271317-4600213

Print this page for your records.

Order Placed: September 25, 2020

Amazon.com order number: 114-8271317-4600213

Order Total: \$7.95

Not Yet Shipped

Items Ordered

1 of: *Amiscan Bingo Game Sheet, 8" x 4", Multicolored*

Sold by: Tuckers Toy Shop ([seller profile](#))

Condition: New

Price

\$7.95

Shipping Address:

Cypress Bluff Community Development District
238 GARDEN WOOD DR
PONTE VEDRA, FL 32081-5084
United States

Shipping Speed:

Economy Shipping

Payment information

Payment Method:

MasterCard | Last digits: 5617

Item(s) Subtotal: \$7.95

Shipping & Handling: \$0.00

Billing address

Cypress Bluff Community Development District
238 GARDEN WOOD DR
PONTE VEDRA, FL 32081-5084
United States

Total before tax: \$7.95

Estimated tax to be collected: \$0.00

Grand Total: \$7.95

To view the status of your order, return to [Order Summary](#).

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amazon.com

Details for Order #114-3823847-6013067

[Print this page for your records.](#)

Order Placed: September 25, 2020
Amazon.com order number: 114-3823847-6013067
Order Total: \$630.38

Not Yet Shipped**Items Ordered**

	Price
1 of: <i>Mini Projector, APEMAN 5000 Lumen 1080P Supported Projector, 200" Display 50000 Hrs LED Life, Dual Speakers Portable Projector, Compatible with HDMI, USB, VGA, TF, PS4, Laptop, DVD for Home Cinema</i> Sold by: ApemanDirect (seller profile)	\$129.99
Condition: New	
1 of: <i>KHOMO GEAR Jumbo 20 Feet Inflatable Outdoor and Indoor Theater Projector Screen - Includes Inflation Fan, Tie-Downs and Storage Bag - Supports Front and Rear Projection, Black (GER-1161)</i> Sold by: Onix Venture Group (seller profile)	\$229.95
Condition: New	
1 of: <i>MR CHIPS Professional Bingo Set with Bingo Cage, Bingo Balls, Bingo Board, Bingo Cards, and Bingo Chips - Mysterious Black</i> Sold by: Mr. Chips, Inc. (seller profile)	\$65.99
Condition: New	
1 of: <i>Solpex 8 Pack Solar Pathway Lights Outdoor, Solar Powered Garden Lights, Waterproof Led Path Lights for Patio, Lawn, Yard and Landscape-(Cold White)</i> Sold by: HomeMark (seller profile)	\$44.74
Condition: New	
1 of: <i>Powered PA Speaker System Active & Passive Bluetooth Loudspeakers Kit with 8 Inch Speakers, Wired Microphone, MP3/USB/SD/AUX Readers, Speaker Stands, Remote Control - Pyle PPHP849KT</i> Sold by: Amazon.com Services LLC	\$159.71
Condition: New	

Shipping Address:

Cypress Bluff Community Development District
 238 GARDEN WOOD DR
 PONTE VEDRA, FL 32081-5084
 United States

Shipping Speed:

FREE Shipping

Payment information**Payment Method:**

MasterCard | Last digits: 5617

Billing address

Cypress Bluff Community Development District
 238 GARDEN WOOD DR
 PONTE VEDRA, FL 32081-5084
 United States

Item(s) Subtotal:	\$630.38
Shipping & Handling:	\$42.26
Free Shipping:	-\$42.26

Total before tax:	\$630.38
Estimated tax to be collected:	\$0.00

Grand Total:	\$630.38

Publix

Nocatee Town Center
120 Marketside Ave
Ponte Vedra, FL 32081
Store Manager: Kristi King
904-825-0263

SOLO CUP CLEAR 3.49 T
VANITY FAIR ED NPK 2.79 T
ICE 20 LB 7.78 T F
2 @ 3.89
TAX EXEMPT

Order Total 14.06
Grand Total 14.06
Credit Payment 14.06
Change 0.00

TAX FORGIVEN 0.91

PRESTO!
Trace #: 108135
Reference #: 2015440003
Acct #: XXXXXXXXXXXX5617
Purchase MasterCard
Amount: \$14.06
Auth #: 09355P

CREDIT CARD PURCHASE
A0000000041010 MasterCard
Entry Method: Chip Read
Mode: Issuer

Your cashier was Jun K.

09/29/2020 12:39 S1243 R110 5348 C0111

Together, we'll get through this.
Get the latest updates at
publix.com/coronavirus.

Publix Super Markets, Inc.

Publix

Nocatee Town Center
120 Marketside Ave
Ponte Vedra, FL 32081
Store Manager: Kristi King
904-825-0263

COCA-COLA CLASSIC
3 @ 5.89 17.67 T F
Promotion -5.89 T F
AQUAFINA WATER
3 @ 5.99 17.97 F
Promotion -5.99 F
TAX EXEMPT

Order Total 23.76
Grand Total 23.76
Credit Payment 23.76
Change 0.00

TAX FORGIVEN 0.77

Savings Summary

Special Price Savings 11.88

* Your Savings at Publix *
* 11.88 *

PRESTO!
Trace #: 107893
Reference #: 2014717067
Acct #: XXXXXXXXXXXX5617
Purchase MasterCard
Amount: \$23.76
Auth #: 13300P

CREDIT CARD PURCHASE
A0000000041010 MasterCard
Entry Method: Chip Read
Mode: Issuer

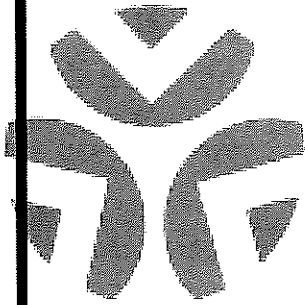
Your cashier was Maria

09/28/2020 17:14 S1243 R110 5096 C0227

Together, we'll get through this.
Get the latest updates at
publix.com/coronavirus.

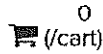
Publix Super Markets, Inc.

We are open and ready to ship. Our showroom is closed, but we offer curbside pickup Mon-Fri 9:00am-5:00pm. View our response to COVID-19 here: [LEARN MORE \(/pages/important-updates\)](#)



CVLINENS

Q



Print

Placed on September 30, 2020 08:30AM

Product	SKU	Price	Quantity	Total
Spandex Table Topper/Cap 30"-36" Round - Aqua Blue (/products/spandex-table-toppercap-30-36-round-aqua-blue)				
Fulfilled 30 Sep 10:52 UPS Tracking#: 1Z911Y27YW97250583 (https://www.ups.com/WebTracking?loc=en_US&requester=ST&trackNums=1Z911Y27YW97250583)	8768us	\$1.98	8	\$15.84
Subtotal:				\$15.84
Shipping:				\$7.78
Total:				\$23.62 USD

Billing Address

Mary grace Lamendola

23 Garden Wood Drive, Ponte Vedra Beach, Florida

United States

(903) 874-9373

Shipping Address

Paul Haggard, Obituary, *Examiner*

amazon.com

Details for Order #111-3052983-4593020

Print this page for your records.**Order Placed:** September 30, 2020**Amazon.com order number:** 111-3052983-4593020**Order Total:** \$231.78**Not Yet Shipped****Items Ordered**

	Price
4 of: <i>Flash Furniture 2.6-Foot Round Granite White Plastic Bar Height Folding Table</i>	\$45.60
Sold by: Amazon.com Services LLC	

Condition: New

2 of: <i>Tina's 2 Pack 32x43 Cocktail Spandex Stretch Square Corners Tablecloth (2PC 32x43 White)</i>	\$24.69
---	---------

Sold by: Tina Group Limited ([seller profile](#))

Condition: New

Shipping Address:

Cypress Bluff Community Development District
238 GARDEN WOOD DR
PONTE VEDRA, FL 32081-5084
United States

Shipping Speed:

FREE Shipping

Payment information**Payment Method:**

MasterCard | Last digits: 5617

Billing address

Cypress Bluff Community Development District
238 GARDEN WOOD DR
PONTE VEDRA, FL 32081-5084
United States

Item(s) Subtotal: \$231.78

Shipping & Handling: \$44.29

Free Shipping: -\$44.29

Total before tax: \$231.78

Estimated tax to be collected: \$0.00

Grand Total: \$231.78To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2020, Amazon.com, Inc. or its affiliates



**SUN
STATE
NURSERY &
LANDSCAPING, INC.**

RECEIVED

OCT 14 2020

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

Invoice # 920057
Date: 9/30/2020

E-Town Interchange East Phase

September Landscape Maintenance \$ 4,160.00

Total \$ **4,160.00**

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

P.O. Box 1769
Jacksonville, FL 32201
(904) 356-2466

INVOICE

October 16, 2020

Date

RECEIVED

OCT 16 2020

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

Payment Due Upon Receipt

Serial # 20-06155D PO/File # _____ \$167.38

Amount Due

Notice of Regular Meeting of the Board of Supervisors

Amount Paid

Cypress Bluff Community Development District

\$167.38

Payment Due

Case Number _____

Publication Dates 10/16

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 @
1,310,573.480

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.

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(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, October 27, 2020 at 1:30 p.m., where the Board may consider any business that may properly come before it. The Meeting is anticipated to be conducted remotely using video or teleconference pursuant to Executive Orders 20-52, 20-69 and 20-246 issued by Governor DeSantis, including any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*. Should conditions allow the Meeting to occur in person, it will be held at the eTown Welcome Center, 11003 E-town Parkway, Jacksonville, FL 32256.

While it may be 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. Toward that end, anyone wishing to listen and participate in the meeting and obtain information about how the meeting will occur should refer to the District's website, www.CypressBluffCDD.com or contact the District Manager, c/o Governmental Management Services, LLC, at (904) 940-5850 or jerry@gmsnf.com to obtain access information. Additionally, participants are **strongly encouraged** to submit questions and comments to the District Manager at least 24 hours in advance of the meeting 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 by contacting the office of the District Manager, c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850, jerry@gmsnf.com ("District Manager's Office") during normal business hours, and is also expected to be available on the District's website, www.CypressBluffCDD.com at least seven days prior to the meeting.

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.

If you are unable to participate by telephone or by *Zoom*, please contact the District Manager's office at (904) 940-5850 or jerry@gmsnf.com for further accommodations.

Jim Perry
District Manager
Oct. 16 00(20-06155D)