

*Cypress Bluff
Community Development District*

May 29, 2026

AGENDA

**Cypress Bluff
Community Development District**

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

May 22, 2026

Board of Supervisors
Cypress Bluff Community Development District
Staff Call In #: 1-877-304-9269 Code 1655232

Dear Board Members:

The Cypress Bluff Community Development District Board of Supervisors Meeting is scheduled for **Tuesday, May 29, 2026 at 12:30 p.m. at the Southeast Regional Library, 10599 Deerwood Park Boulevard, Jacksonville, Florida 32256.**

Following is the **revised** agenda for the meeting:

- I. Roll Call
- II. Public Comment (limited to three minutes)
- III. Acceptance of Resignation of Kirk Blomgren
- IV. Approval of Minutes of the April 28, 2026 Board of Supervisors Meeting
- V. Consideration of Resolution 2026-02, Approving the Proposed Budget for Fiscal Year 2027 and Setting a Public Hearing Date
- VI. Consideration of Resolution 2026-03, Setting a Public Hearing to Adopt Revised Rules of Procedure
- VII. Consideration of Renewal Agreement with Vesta Property Services (to be distributed under separate cover)
- VIII. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager – Reminder of Upcoming Election
 - D. General Manager – Report

- IX. Financial Reports
 - A. Financial Statements as of April 30, 2026
 - B. Assessment Receipts Schedule
 - C. Check Register
- X. Other Business
- XI. Supervisor's Requests and Audience Comments
- XII. Next Scheduled Meeting – June 23, 2026 at 12:30 p.m. at the **Southeast Regional Library, 10599 Deerwood Park Boulevard, Jacksonville, Florida 32256**
- XIII. Adjournment

MINUTES

MINUTES OF MEETING
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors meeting of the Cypress Bluff Community Development District was held Tuesday, April 28, 2026 at 12:30 p.m. at the Pablo Creek Regional Library, 13295 Beach Boulevard, Jacksonville, Florida 32256.

Present and constituting a quorum were:

Joe Muhl	Chairman
John Hewins	Vice Chairman
Robert Feist	Supervisor
Kirk Blomgren <i>by phone</i>	Supervisor

Also present were:

Matt Biagetti	District Manager
Katie Buchanan <i>by phone</i>	District Counsel
Marcy Pollicino	General Manager

The following is a summary of the discussions and actions taken at the April 28, 2026 meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Biagetti called the meeting to order at 12:30 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comment

There were no comments at this time.

THIRD ORDER OF BUSINESS

Approval of Minutes of the March 24, 2026 Meeting

There were no comments on the minutes.

On MOTION by Mr. Hewins seconded by Mr. Muhl with all in favor the minutes of the March 24, 2026 Board of Supervisors meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Consideration of Disclosure of Public Financing

Ms. Buchanan stated that the disclosure of public financing summarizes the improvements the CDD has constructed or acquired, as well as the bonds that have been issued to pay for those improvements. The disclosure will be recorded in the public records.

On MOTION by Mr. Muhl seconded by Mr. Feist with all in favor the disclosure of public financing was approved.

FIFTH ORDER OF BUSINESS

Acceptance of the Draft Fiscal Year 2025 Audit Report

Mr. Biagetti presented the fiscal year 2025 audit report, noting there were no deficiencies or negative findings to report.

On MOTION by Mr. Hewins seconded by Mr. Feist with all in favor the fiscal year 2025 audit report was accepted.

SIXTH ORDER OF BUSINESS

Discussion of the Fiscal Year 2027 Budget

Mr. Biagetti presented an updated utility schedule, noting the District’s accountant has identified which utilities should be paid for by all residents, and which are specific to the amenities. He also reminded the Board that the budget is scheduled to be approved at the May meeting.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Buchanan informed the Board that during the last legislative session, a bill to increase the sovereign immunity limits was approved and a bill to recall residents board members was approved. Neither have been signed by the Governor yet.

B. District Engineer

There being nothing to report, the next item followed.

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

Mr. Biagetti reported there are 3,059 registered voters residing within the District’s boundaries. Next, Mr. Biagetti reminded the board members to file their Form 1 and complete four hours of ethics training.

D. General Manager – Report

Ms. Pollicino provided an overview of her report, a copy of which was included in the agenda package for the Board’s review.

EIGHTH ORDER OF BUSINESS Financial Reports

A. Financial Statements as of March 31, 2026

Mr. Biagetti presented the financial statements as of March 31, 2026.

B. Assessment Receipts Schedule

A copy of the assessment receipts schedule showing on-roll assessments are 97.4% collected was included in the agenda package.

C. Check Register

A copy of the check register totaling \$58,667.22, was included in the agenda package for the Board’s review.

On MOTION by Mr. Muhl seconded by Mr. Feist with all in favor the check register was approved.

NINTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

TENTH ORDER OF BUSINESS Supervisor’s Requests and Audience Comments

Carol Springer asked if the Board is planning on billing the Edison HOA for water use retroactively once a number is agreed upon.

Mr. Biagetti stated that the intent was to bill Edison moving forward.

Next, Carol Springer stated that now that new construction is almost complete, she does not see the E-Town flags as necessary.

ELEVENTH ORDER OF BUSINESS

**Next Scheduled Meeting – May 19, 2026 at
12:30 p.m. at the Pablo Creek Regional
Library, 13295 Beach Boulevard,
Jacksonville, Florida**

TWELFTH ORDER OF BUSINESS

Adjournment

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

Chairman/Vice Chairman

FIFTH ORDER OF BUSINESS

RESOLUTION 2026-02
[FY 2027 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Cypress Bluff Community Development District (“**District**”) prior to June 15, 2026, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. SETTING A PUBLIC HEARING; DIRECTING PUBLICATION. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: July 28, 2026
TIME: 12:30 p.m.
LOCATION: 13295 Beach Boulevard
Jacksonville, Florida 32246

3. TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET. The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

4. SEVERABILITY; EFFECTIVE DATE. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 19TH DAY OF MAY, 2026.

ATTEST:

CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A

FY 2027 Proposed Budget

Cypress Bluff

Community Development District

*Proposed Budget
FY 2027*

Presented by:



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Cypress Bluff
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY 2026	Actuals Thru 4/30/26	Projected Next 5 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
REVENUES:					
Special Assessments-Tax Roll	\$ 1,339,699	\$ 1,322,491	\$ 17,987	\$ 1,340,479	\$ 1,407,588
Interest Income	10,200	19,814	8,500	28,314	25,000
Insurance Proceeds	-	8,250	-	8,250	-
Other Revenues (Event Fees)	20,000	6,285	4,500	10,785	10,000
TOTAL REVENUES	\$ 1,369,899	\$ 1,356,840	\$ 30,987	\$ 1,387,827	\$ 1,442,588

EXPENDITURES:

Administrative

Supervisor Fees	\$ 12,000	\$ 4,600	\$ 5,000	\$ 9,600	\$ 12,000
FICA Expense	918	352	383	734	918
Engineering	9,500	590	8,910	9,500	9,500
Arbitrage Rebate	2,400	600	1,800	2,400	2,400
Dissemination Agent	7,969	4,949	3,021	7,969	8,800
Attorney	13,000	5,930	7,070	13,000	13,000
Annual Audit	6,700	6,800	-	6,800	6,900
Assessment Roll Administration	11,798	11,798	-	11,798	12,506
Trustee Fees	23,000	18,506	4,494	23,000	23,000
Management Fees	57,974	33,818	24,156	57,974	61,453
Information Technology	2,949	1,720	1,229	2,949	3,126
Website Maintenance	1,475	860	614	1,475	1,563
Telephone	500	102	398	500	500
Postage & Delivery	1,500	1,587	1,200	2,787	1,500
Printing & Binding	2,500	762	150	912	2,500
Insurance General Liability	7,460	7,029	-	7,029	7,732
Legal Advertising	2,500	721	1,779	2,500	2,500
Other Current Charges	500	189	500	689	500
Office Supplies	600	5	596	600	300
Dues, Licenses & Subscriptions	175	175	-	175	175
TOTAL ADMINISTRATIVE	\$ 165,418	\$ 101,092	\$ 61,299	\$ 162,391	\$ 170,873

Operations & Maintenance

Grounds

Lake Maintenance	\$ 1,500	\$ 700	\$ 500	\$ 1,200	\$ 1,200
Landscape Maintenance	417,103	238,540	178,564	417,103	429,617
Landscape Contingency	13,000	14,575	15,000	29,575	30,000
Pump Maintenance	3,550	5,968	3,550	9,518	3,550
Water & Sewer	32,500	-	-	-	-
Electric	-	13,139	11,500	24,639	26,000
Reclaim Water	-	11,591	14,000	25,591	27,600
Irrigation Repairs	10,000	8,121	2,500	10,621	5,000
Pest Control	2,400	1,430	1,400	2,830	3,360
Environmental Permit/Monitoring	20,000	-	20,000	20,000	20,000
Other Repairs and Maintenance	5,000	-	2,500	2,500	5,000
TOTAL GROUNDS	\$ 505,053	\$ 294,064	\$ 249,514	\$ 543,577	\$ 551,327

Cypress Bluff
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY 2026	Actuals Thru 4/30/26	Projected Next 5 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
<u>Amenity</u>					
Insurance	\$ 61,650	\$ 56,442	\$ -	\$ 56,442	\$ 53,623
Amenity Manager (Vesta)	134,031	78,185	55,846	134,031	129,480
Pool Maintenance (Vesta)	10,172	5,934	4,239	10,172	10,477
Pool Chemicals (Vesta)	17,148	10,003	7,145	17,148	17,662
Facility Attendant (Vesta)	98,500	57,458	41,042	98,500	93,500
Janitorial Services (Vesta)	13,339	7,781	5,557	13,339	13,739
Refuse	3,000	1,387	1,613	3,000	3,000
Security Monitoring	10,000	360	360	720	720
Security Camera	-	-	10,313	10,313	10,313
Security Patrol	20,000	-	10,000	10,000	20,000
Facility Maintenance (Vesta)	21,387	12,476	8,911	21,387	22,242
Elevator Maintenance	5,000	3,666	-	3,666	4,000
Electric	25,500	3,745	4,500	8,245	8,400
Water & Sewer	-	1,868	2,500	4,368	4,440
Irrigation Water	-	22,287	30,000	52,287	54,000
Cable and Internet	10,200	5,536	4,664	10,200	10,800
Licenses and Permits	1,000	-	1,000	1,000	1,000
Subscriptions	-	3,814	2,500	6,314	6,400
Repairs & Maintenance	71,000	22,751	48,249	71,000	71,000
Special Events	35,000	17,905	17,095	35,000	35,000
Holiday Decorations	1,500	704	796	1,500	1,500
Fitness Center R&M	20,000	4,550	15,450	20,000	20,000
Fitness Equipment Rentals	9,000	2,716	4,284	7,000	7,092
Reserve for Amenities	100,000	11,005	10,000	21,005	90,000
Mobile Application	9,000	5,250	3,750	9,000	9,000
Other Current Charges	3,000	1,560	1,440	3,000	3,000
TOTAL AMENITY	\$ 679,427	\$ 337,383	\$ 291,254	\$ 628,637	\$ 700,388
<u>Capital Reserve</u>					
Capital Reserve Funding	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	\$ 20,000
TOTAL CAPITAL RESERVE	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	\$ 20,000
TOTAL EXPENDITURES	\$ 1,369,899	\$ 752,539	\$ 602,067	\$ 1,354,606	\$ 1,442,588
EXCESS REVENUES (EXPENDITURES)	\$ -	\$ 604,301	\$ (571,080)	\$ 33,222	\$ -

Cypress Bluff
Community Development District
Budget Narrative
Fiscal Year 2027

REVENUES

Special Assessments-Tax Roll

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District in order to pay for the operating expenditures during the Fiscal Year.

Interest Income

The District earns interest on the monthly average collected balance for each of their investment accounts.

Other Revenues (Event Fees)

Income received from resident rental of Rooftop patio, amenity access fobs, fitness class, etc.

Expenditures - Administrative

Supervisors Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting in which they attend. The budgeted amount for the fiscal year is based on all supervisors attending 12 meetings.

FICA Taxes

Payroll taxes on the Board of Supervisors' compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisors' payroll expenditures.

Engineering

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

Arbitrage Rebate

The District is required to annually have an arbitrage rebate calculation on the District's Series 2019, 2020, 2020A and 2021 Special Assessment Revenue Bonds.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Vendor	Description	Monthly	Annual
GMS	Dissemination Agent	\$ 700	\$ 8,400
Disclosure Services	Revised Amortization Schedules		400
	Total		\$ 8,800

Attorney

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

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm. Grau and Associates currently serves as the District's Independent Auditor.

Assessment Roll Administration

GMS, LLC provides assessment services for closing lot sales, assessment roll services with the local Tax Collector and financial advisory services.

Trustee Fees

The Trustee at The Bank of New York Mellon administers the District's Series 2019, 2020, 2020A, and 2021 Special Assessment Revenue Bonds. The amount represents the annual fee for the administration of the District's bond issue.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Cypress Bluff
Community Development District
Budget Narrative
Fiscal Year 2027

Expenditures - Administrative (continued)

Telephone

New internet and Wi-Fi service for Office.

Postage and Delivery

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Insurance General Liability

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

Legal Advertising

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

Other Current Charges

This includes monthly bank charges and any other miscellaneous expenses that incur during the year.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175.

Expenditures - Operations & Maintenance Grounds

Lake Maintenance

Maintenance costs to maintain lakes and control vegetation and algae. The District currently uses Clear Waters, Inc. and Aerostar SES for storm water inspection services.

Landscape Maintenance

The District has contracted with Sun State Nursery & Landscaping for the estimated costs related to maintaining the common areas of the District.

Vendor	Description	Monthly	Annual
Sun State Nursery & Landscaping	E-Town Area 1, 2 & 3	\$ 35,801	\$ 429,617

Landscape Contingency

Estimated costs for other landscape maintenance incurred by the District.

Pump Maintenance

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

Electric

Represents the cost of electric service for the District's irrigation pumps, provided by JEA.

Meter #	Location	Monthly	Annual
22970659	10923 E-Town PY Apt IR01	\$ 40	\$ 480
23679519	11145 E-Town PY Apt IR01	200	2,400
24059037	11399 Square St Apt IR02	40	480
22972246	10505 E-Town PY Apt IR01	40	480
23408499	11399 Square St Apt IR03	1,800	21,600
	Contingency	-	560
Total		\$ 2,120	\$ 26,000

Reclaim Water

Reclaim water needed for irrigation and maintenance of the common grounds provided by JEA.

Meter #	Location	Monthly	Annual
P4056216000	11399 Square ST Apt IR01	\$ 2,300	\$ 27,600

Cypress Bluff
Community Development District
Budget Narrative
Fiscal Year 2027

Expenditures – Operations & Maintenance Grounds (continued)

Irrigation Repairs

Estimated miscellaneous irrigation maintenance and repair costs.

Pest Control

The estimated costs for Turner's Pest Control to provide monthly pest control services.

Vendor	Description	Monthly	Annual
Turner Pest Control	Pest Control	\$ 280	\$ 3,360

Environmental Permit/Monitoring

An Environmental Resource Permit (ERP) is required for development or construction activities to reduce increased flooding, protect the water quality of Florida's lakes and streams from stormwater pollution, and protect wetlands and other surface waters.

Other Repairs & Maintenance

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

Expenditures – Grounds Maintenance Amenity

Insurance

The District's Property Insurance policy is with Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies. The amount budgeted represents the estimated premium for property insurance related to the Amenity Center.

Amenity Manager (Vesta)

The District contracted with Vesta Property Services to provide management services for the Amenity Center.

Pool Maintenance (Vesta)

The District has contracted with Vesta to maintain the Amenity swimming pools.

Pool Chemicals (Vesta)

The District has contracted with Vesta for purchase and delivery of pool chemicals for the maintenance of the Amenity Center swimming pools.

Facility Attendant (Vesta)

The District has contracted with Vesta to provide community facility staff for the Amenity Center to greet patrons, provide facility tours, issue access cards, and enforce policy.

Janitorial Services (Vesta)

The District utilizes the services of Vesta Property Services to provide janitorial services.

Refuse

This item includes Waste Pro Management picking up trash from the receptacles at the Amenity Center.

Vendor	Description	Monthly	Annual
Waste Pro	Refuse	\$ 250	\$ 3,000

Security Monitoring

Costs of the quarterly monitoring of the fire alarm system via Starlink cellular.

Security Camera

Estimated costs for monitoring, maintenance, and repair of the security cameras installed on District property. The District has contracted with Everon for security camera services.

Vendor	Description	Monthly	Annual
Everon	Security Camera	\$ 859	\$ 10,313

Security Patrol

Estimated costs for security patrols and mileage reimbursement on District property for off-duty patrols.

Facility Maintenance (Vesta)

The District utilizes the services of Vesta Property Services to provide maintenance and repairs necessary for upkeep of the Amenity Center and common grounds area.

Elevator Maintenance

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

Electric

JEA provides electric service to the District, including the Amenity Center and associated recreation facilities.

Meter #	Location	Monthly	Annual
21277318	10571 E-Town PY	\$ 700	\$ 8,400

Cypress Bluff
Community Development District
Budget Narrative
Fiscal Year 2027

Expenditures – Grounds Maintenance Amenity (continued)

Water & Sewer

JEA provides water and sewer service to the District, including the Amenity Center and associated recreation facilities.

<u>Meter #</u>	<u>Location</u>	<u>Monthly</u>	<u>Annual</u>
Fire Sprinkler 1	10571 E-Town PY	\$ 60	\$ 720
88781372	10571 E-Town PY	80	960
88781372	10571 E-Town PY	230	2,760
		Total \$ 370	\$ 4,440

Irrigation Water

JEA provides irrigation service to the District, including the Amenity Center and associated recreation facilities.

<u>Meter #</u>	<u>Location</u>	<u>Monthly</u>	<u>Annual</u>
88634656	10571 E-Town PY	\$ 4,500	\$ 54,000

Cable and Internet

The District has contracted with Comcast for cable and internet in the Amenity Center.

<u>Account #</u>	<u>Location</u>	<u>Monthly</u>	<u>Annual</u>
XX 5280	10571 E-Town Pkwy (Fitness)	\$ 900	\$ 10,800

Licenses and Permits

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

Subscriptions

Represents costs for software used to send automated text or voice messages to community residents, such as maintenance alerts, community announcements, or reminders

Repairs & Maintenance

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

Special Events

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

Holiday Decorations

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

Fitness Center R&M

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

Fitness Equipment Rentals

The District has contracted with Macrolease to rent fitness equipment.

<u>Vendor</u>	<u>Description</u>	<u>Monthly</u>	<u>Annual</u>
Macrolease	Fitness Equipment Rental	\$ 591	\$ 7,092

Reserve for Amenities

The District funds a capital reserve dedicated to the renewal and replacement of amenity-related capital facilities. These funds are transferred to the Capital Reserve Fund for future use.

Mobile Application

Mobile Application Peoplevine to provide communication of information related to Amenity Facilities for residents and patrons included but not limited to hours of operations, resident programs, special events, and other services for the District.

Other Current Charges

Represents miscellaneous costs incurred by the District.

Expenditures – Reserves

Capital Reserve Funding

The District funds a capital reserve dedicated to future renewal, replacement, and unanticipated capital needs. These funds are transferred to the Capital Reserve Fund to support long-term financial stability and the ongoing upkeep of District infrastructure and facilities.

Cypress Bluff

Community Development District

Proposed Budget Debt Service Series 2019 Special Assessment Bonds

Description	Adopted Budget FY 2026	Actuals Thru 4/30/26	Projected Next 5 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
REVENUES:					
Special Assessments - Tax Roll	\$ 723,981	\$ 714,266	\$ 9,715	\$ 723,981	\$ 723,981
Special Assessments - Prepayments	-	4,663	-	4,663	-
Interest Earnings	5,000	15,967	5,000	20,967	10,000
Carry Forward Surplus ⁽¹⁾	345,006	365,553	-	365,553	387,538
TOTAL REVENUES	\$ 1,073,988	\$ 1,100,449	\$ 14,715	\$ 1,115,164	\$ 1,121,519
EXPENDITURES:					
Interest - 11/1	\$ 241,313	\$ 241,313	\$ -	\$ 241,313	\$ 236,236
Principal Prepayment - 11/1	-	5,000	-	5,000	-
Interest - 5/1	241,313	-	241,313	241,313	236,236
Principal - 5/1	240,000	-	240,000	240,000	250,000
TOTAL EXPENDITURES	\$ 722,626	\$ 246,313	\$ 481,313	\$ 727,626	\$ 722,471
Other Sources/(Uses)					
Interfund transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 722,626	\$ 246,313	\$ 481,313	\$ 727,626	\$ 722,471
EXCESS REVENUES (EXPENDITURES)	\$ 351,361	\$ 854,136	\$ (466,598)	\$ 387,538	\$ 399,048
⁽¹⁾ Carry Forward is Net of Reserve Requirement			Interest Due 11/1/27	\$	<u>231,079</u>

Cypress Bluff
Community Development District
AMORTIZATION SCHEDULE
Debt Service Series 2019 Special Assessment Bonds

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
11/01/26	9,555,000			236,236	722,471
05/01/27	9,555,000	4.125%	250,000	236,236	
11/01/27	9,305,000			231,079	722,159
05/01/28	9,305,000	4.125%	260,000	231,079	
11/01/28	9,045,000			225,717	726,434
05/01/29	9,045,000	4.125%	275,000	225,717	
11/01/29	8,770,000			220,045	725,090
05/01/30	8,770,000	4.900%	285,000	220,045	
11/01/30	8,485,000			213,063	726,125
05/01/31	8,485,000	4.900%	300,000	213,063	
11/01/31	8,185,000			205,713	726,425
05/01/32	8,185,000	4.900%	315,000	205,713	
11/01/32	7,870,000			197,995	725,990
05/01/33	7,870,000	4.900%	330,000	197,995	
11/01/33	7,540,000			189,910	724,820
05/01/34	7,540,000	4.900%	345,000	189,910	
11/01/34	7,195,000			181,458	727,915
05/01/35	7,195,000	4.900%	365,000	181,458	
11/01/35	6,830,000			172,515	730,030
05/01/36	6,830,000	4.900%	385,000	172,515	
11/01/36	6,445,000			163,083	726,165
05/01/37	6,445,000	4.900%	400,000	163,083	
11/01/37	6,045,000			153,283	726,565
05/01/38	6,045,000	4.900%	420,000	153,283	
11/01/38	5,625,000			142,993	730,985
05/01/39	5,625,000	4.900%	445,000	142,993	
11/01/39	5,180,000			132,090	729,180
05/01/40	5,180,000	5.100%	465,000	132,090	
11/01/40	4,715,000			120,233	730,465
05/01/41	4,715,000	5.100%	490,000	120,233	
11/01/41	4,225,000			107,738	730,475
05/01/42	4,225,000	5.100%	515,000	107,738	
11/01/42	3,710,000			94,605	734,210
05/01/43	3,710,000	5.100%	545,000	94,605	
11/01/43	3,165,000			80,708	731,415
05/01/44	3,165,000	5.100%	570,000	80,708	
11/01/44	2,595,000			66,173	732,345
05/01/45	2,595,000	5.100%	600,000	66,173	
11/01/45	1,995,000			50,873	736,745
05/01/46	1,995,000	5.100%	635,000	50,873	
11/01/46	1,360,000			34,680	734,360
05/01/47	1,360,000	5.100%	665,000	34,680	
11/01/47	695,000			17,723	730,445
05/01/48	695,000	5.100%	695,000	17,723	
Total			\$ 9,555,000	\$ 6,475,814	\$ 16,030,814

Cypress Bluff

Community Development District

Proposed Budget Debt Service Series 2020 Special Assessment Bonds

Description	Adopted Budget FY 2026	Actuals Thru 4/30/26	Projected Next 5 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
REVENUES:					
Special Assessments	\$ 495,593	\$ 486,829	\$ 6,621	\$ 493,450	\$ 493,450
Interest Earnings	10,000	11,413	5,000	16,413	10,000
Carry Forward Surplus ⁽¹⁾	398,976	398,537	-	398,537	413,807
TOTAL REVENUES	\$ 904,569	\$ 896,778	\$ 11,621	\$ 908,400	\$ 917,257
EXPENDITURES:					
Interest - 11/1	\$ 171,259	\$ 171,259	-	\$ 171,259	\$ 168,209
Principal - 11/1	150,000	150,000	-	150,000	155,000
Principal Prepayment - 11/1	-	5,000	-	5,000	-
Interest - 5/1	168,334	-	168,334	168,334	164,838
TOTAL EXPENDITURES	\$ 489,593	\$ 326,259	\$ 168,334	\$ 494,593	\$ 488,046
Other Sources/(Uses)					
Interfund transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 489,593	\$ 326,259	\$ 168,334	\$ 494,593	\$ 488,046
EXCESS REVENUES (EXPENDITURES)	\$ 414,976	\$ 570,519	\$ (156,712)	\$ 413,807	\$ 429,211

⁽¹⁾ Carry Forward is Net of Reserve Requirement

Interest Due 11/1/27	\$ 164,838
Principal Due 11/1/27	160,000
	\$ 324,838

Cypress Bluff
Community Development District
AMORTIZATION SCHEDULE
Debt Service Series 2020 Special Assessment Bonds

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
11/01/26	6,700,000	4.350%	155,000	168,209	488,046.25
05/01/27	6,545,000			164,838	
11/01/27	6,545,000	4.350%	160,000	164,838	486,195.00
05/01/28	6,385,000			161,358	
11/01/28	6,385,000	4.350%	170,000	161,358	489,017.50
05/01/29	6,215,000			157,660	
11/01/29	6,215,000	4.350%	175,000	157,660	486,513.75
05/01/30	6,040,000			153,854	
11/01/30	6,040,000	4.350%	185,000	153,854	488,683.75
05/01/31	5,855,000			149,830	
11/01/31	5,855,000	5.000%	190,000	149,830	484,910.00
05/01/32	5,665,000			145,080	
11/01/32	5,665,000	5.000%	200,000	145,080	485,160.00
05/01/33	5,465,000			140,080	
11/01/33	5,465,000	5.000%	210,000	140,080	484,910.00
05/01/34	5,255,000			134,830	
11/01/34	5,255,000	5.000%	220,000	134,830	484,160.00
05/01/35	5,035,000			129,330	
11/01/35	5,035,000	5.000%	235,000	129,330	487,785.00
05/01/36	4,800,000			123,455	
11/01/36	4,800,000	5.000%	245,000	123,455	485,785.00
05/01/37	4,555,000			117,330	
11/01/37	4,555,000	5.000%	255,000	117,330	483,285.00
05/01/38	4,300,000			110,955	
11/01/38	4,300,000	5.000%	270,000	110,955	485,160.00
05/01/39	4,030,000			104,205	
11/01/39	4,030,000	5.000%	285,000	104,205	486,285.00
05/01/40	3,745,000			97,080	
11/01/40	3,745,000	5.000%	290,000	97,080	476,910.00
05/01/41	3,455,000			89,830	
11/01/41	3,455,000	5.200%	310,000	89,830	481,600.00
05/01/42	3,145,000			81,770	
11/01/42	3,145,000	5.200%	325,000	81,770	480,090.00
05/01/43	2,820,000			73,320	
11/01/43	2,820,000	5.200%	345,000	73,320	482,670.00
05/01/44	2,475,000			64,350	
11/01/44	2,475,000	5.200%	360,000	64,350	479,340.00
05/01/45	2,115,000			54,990	
11/01/45	2,115,000	5.200%	380,000	54,990	480,100.00
05/01/46	1,735,000			45,110	
11/01/46	1,735,000	5.200%	400,000	45,110	479,820.00
05/01/47	1,335,000			34,710	
11/01/47	1,335,000	5.200%	420,000	34,710	478,500.00
05/01/48	915,000			23,790	
11/01/48	915,000	5.200%	445,000	23,790	481,010.00
05/01/49	470,000			12,220	
11/01/49	470,000	5.200%	470,000	12,220	482,220.00
Total			\$ 6,700,000	\$ 4,908,156	\$ 11,608,156

Cypress Bluff

Community Development District

Proposed Budget

Debt Service Series 2020A Special Assessment Bonds (Del Webb Project)

Description	Adopted Budget FY 2026	Actuals Thru 4/30/26	Projected Next 5 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
REVENUES:					
Special Assessments	\$ 421,869	\$ 415,547	\$ 5,652	\$ 421,199	\$ 421,199
Special Assessments - Prepayments	-	10,024	-	10,024	-
Interest Earnings	5,000	9,251	3,500	12,751	10,000
Carry Forward Surplus ⁽¹⁾	178,676	197,432	-	197,432	212,889
TOTAL REVENUES	\$ 605,545	\$ 632,254	\$ 9,152	\$ 641,406	\$ 644,088
EXPENDITURES:					
Interest - 11/1	\$ 124,259	\$ 124,259	-	\$ 124,259	\$ 121,429
Principal Prepayment - 11/1	-	5,000	-	5,000	-
Interest - 5/1	124,259	-	124,259	124,259	121,429
Principal - 5/1	175,000	-	175,000	175,000	180,000
TOTAL EXPENDITURES	\$ 423,518	\$ 129,259	\$ 299,259	\$ 428,518	\$ 422,859
Other Sources/(Uses)					
Interfund transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 423,518	\$ 129,259	\$ 299,259	\$ 428,518	\$ 422,859
EXCESS REVENUES (EXPENDITURES)	\$ 182,027	\$ 502,995	\$ (290,107)	\$ 212,889	\$ 221,229

⁽¹⁾ Carry Forward is Net of Reserve Requirement

Interest Due 11/1/27

\$ 118,617

Cypress Bluff

Community Development District

AMORTIZATION SCHEDULE

Debt Service Series 2020A Special Assessment Bonds (Del Webb Project)

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
11/01/26	6,635,000			121,429	422,858.75
05/01/27	6,635,000	3.125%	180,000	121,429	
11/01/27	6,455,000			118,617	422,233.75
05/01/28	6,455,000	3.125%	185,000	118,617	
11/01/28	6,270,000			115,726	421,452.50
05/01/29	6,270,000	3.125%	190,000	115,726	
11/01/29	6,080,000			112,758	420,515.00
05/01/30	6,080,000	3.125%	195,000	112,758	
11/01/30	5,885,000			109,711	424,421.25
05/01/31	5,885,000	3.625%	205,000	109,711	
11/01/31	5,680,000			105,995	421,990.00
05/01/32	5,680,000	3.625%	210,000	105,995	
11/01/32	5,470,000			102,189	424,377.50
05/01/33	5,470,000	3.625%	220,000	102,189	
11/01/33	5,250,000			98,201	421,402.50
05/01/34	5,250,000	3.625%	225,000	98,201	
11/01/34	5,025,000			94,123	423,246.25
05/01/35	5,025,000	3.625%	235,000	94,123	
11/01/35	4,790,000			89,864	424,727.50
05/01/36	4,790,000	3.625%	245,000	89,864	
11/01/36	4,545,000			85,423	425,846.25
05/01/37	4,545,000	3.625%	255,000	85,423	
11/01/37	4,290,000			80,801	421,602.50
05/01/38	4,290,000	3.625%	260,000	80,801	
11/01/38	4,030,000			76,089	422,177.50
05/01/39	4,030,000	3.625%	270,000	76,089	
11/01/39	3,760,000			71,195	422,390.00
05/01/40	3,760,000	3.625%	280,000	71,195	
11/01/40	3,480,000			66,120	422,240.00
05/01/41	3,480,000	3.800%	290,000	66,120	
11/01/41	3,190,000			60,610	426,220.00
05/01/42	3,190,000	3.800%	305,000	60,610	
11/01/42	2,885,000			54,815	424,630.00
05/01/43	2,885,000	3.800%	315,000	54,815	
11/01/43	2,570,000			48,830	427,660.00
05/01/44	2,570,000	3.800%	330,000	48,830	
11/01/44	2,240,000			42,560	425,120.00
05/01/45	2,240,000	3.800%	340,000	42,560	
11/01/45	1,900,000			36,100	427,200.00
05/01/46	1,900,000	3.800%	355,000	36,100	
11/01/46	1,545,000			29,355	423,710.00
05/01/47	1,545,000	3.800%	365,000	29,355	
11/01/47	1,180,000			22,420	424,840.00
05/01/48	1,180,000	3.800%	380,000	22,420	
11/01/48	800,000			15,200	425,400.00
05/01/49	800,000	3.800%	395,000	15,200	
11/01/49	405,000			7,695	420,390.00
05/01/50	405,000	3.800%	405,000	7,695	
Total			\$ 6,635,000	\$ 3,531,651	\$ 10,166,651

Cypress Bluff

Community Development District

Proposed Budget Debt Service Series 2021 Special Assessment Bonds

Description	Adopted Budget FY 2026	Actuals Thru 4/30/26	Projected Next 5 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
REVENUES:					
Special Assessments	\$ 115,340	\$ 114,466	\$ 1,557	\$ 116,023	\$ 116,023
Interest Earnings	2,000	2,499	500	2,999	2,000
Carry Forward Surplus ⁽¹⁾	51,742	52,111	-	52,111	59,481
TOTAL REVENUES	\$ 169,083	\$ 169,076	\$ 2,057	\$ 171,133	\$ 177,505
EXPENDITURES:					
Interest - 11/1	\$ 33,326	\$ 33,326	\$ -	\$ 33,326	\$ 32,808
Interest - 5/1	33,326	-	33,326	33,326	32,808
Principal - 5/1	45,000	-	45,000	45,000	50,000
TOTAL EXPENDITURES	\$ 111,651	\$ 33,326	\$ 78,326	\$ 111,651	\$ 115,616
Other Sources/(Uses)					
Interfund transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 111,651	\$ 33,326	\$ 78,326	\$ 111,651	\$ 115,616
EXCESS REVENUES (EXPENDITURES)	\$ 57,432	\$ 135,750	\$ (76,269)	\$ 59,481	\$ 61,888

⁽¹⁾ Carry Forward is Net of Reserve Requirement

Interest Due 11/1/27 \$ 32,089

Cypress Bluff
Community Development District
AMORTIZATION SCHEDULE
Debt Service Series 2021 Special Assessment Bonds

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
11/01/26	1,825,000			32,808	115,616.25
05/01/27	1,825,000	2.875%	50,000	32,808	
11/01/27	1,775,000			32,089	114,178.75
05/01/28	1,775,000	2.875%	50,000	32,089	
11/01/28	1,725,000			31,371	112,741.25
05/01/29	1,725,000	2.875%	50,000	31,371	
11/01/29	1,675,000			30,652	111,303.75
05/01/30	1,675,000	2.875%	50,000	30,652	
11/01/30	1,625,000			29,933	114,866.25
05/01/31	1,625,000	2.875%	55,000	29,933	
11/01/31	1,570,000			29,143	113,285.00
05/01/32	1,570,000	3.300%	55,000	29,143	
11/01/32	1,515,000			28,235	111,470.00
05/01/33	1,515,000	3.300%	55,000	28,235	
11/01/33	1,460,000			27,328	114,655.00
05/01/34	1,460,000	3.300%	60,000	27,328	
11/01/34	1,400,000			26,338	112,675.00
05/01/35	1,400,000	3.300%	60,000	26,338	
11/01/35	1,340,000			25,348	115,695.00
05/01/36	1,340,000	3.300%	65,000	25,348	
11/01/36	1,275,000			24,275	113,550.00
05/01/37	1,275,000	3.300%	65,000	24,275	
11/01/37	1,210,000			23,203	116,405.00
05/01/38	1,210,000	3.300%	70,000	23,203	
11/01/38	1,140,000			22,048	114,095.00
05/01/39	1,140,000	3.300%	70,000	22,048	
11/01/39	1,070,000			20,893	111,785.00
05/01/40	1,070,000	3.300%	70,000	20,893	
11/01/40	1,000,000			19,738	114,475.00
05/01/41	1,000,000	3.300%	75,000	19,738	
11/01/41	925,000			18,500	112,000.00
05/01/42	925,000	4.000%	75,000	18,500	
11/01/42	850,000			17,000	114,000.00
05/01/43	850,000	4.000%	80,000	17,000	
11/01/43	770,000			15,400	115,800.00
05/01/44	770,000	4.000%	85,000	15,400	
11/01/44	685,000			13,700	112,400.00
05/01/45	685,000	4.000%	85,000	13,700	
11/01/45	600,000			12,000	114,000.00
05/01/46	600,000	4.000%	90,000	12,000	
11/01/46	510,000			10,200	115,400.00
05/01/47	510,000	4.000%	95,000	10,200	
11/01/47	415,000			8,300	116,600.00
05/01/48	415,000	4.000%	100,000	8,300	
11/01/48	315,000			6,300	112,600.00
05/01/49	315,000	4.000%	100,000	6,300	
11/01/49	215,000			4,300	113,600.00
05/01/50	215,000	4.000%	105,000	4,300	
11/01/50	110,000			2,200	114,400.00
05/01/51	110,000	4.000%	110,000	2,200	
Total			\$ 1,825,000	\$ 1,022,596	\$ 2,847,596

Cypress Bluff
Community Development District
Non-Ad Valorem Assessments Comparison
2026-2027

Neighborhood	O&M Units	Annual Maintenance Assessments			
		FY 2027	FY 2026	Increase/ (decrease)	
Active Adult	519	\$411.87	\$391.89	\$19.98	5%
Residential	1479	\$884.35	\$841.74	\$42.61	5%
Total	1998				

Cypress Bluff
Community Development District
Proposed Budget
Capital Reserve Fund

Description	Adopted Budget FY 2026	Actuals Thru 4/30/26	Projected Next 5 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
REVENUES:					
Interest Income	\$ 500	\$ -	\$ 150	\$ 150	\$ 500
Reserve for Amenities	-	-	-	-	90,000
Capital Reserve Funding	20,000	20,000	-	20,000	20,000
Carry Forward Balance	-	-	-	-	11,602
TOTAL REVENUES	\$ 20,500	\$ 20,000	\$ 150	\$ 20,150	\$ 122,102
EXPENDITURES:					
Capital Outlay	\$ 16,000	\$ -	\$ 5,000	\$ 5,000	\$ 15,000
Repairs and Replacements	-	-	3,000	3,000	5,000
Other Current Charges	-	148	400	548	960
TOTAL EXPENDITURES	\$ 16,000	\$ 148	\$ 8,400	\$ 8,548	\$ 20,960
Other Sources/(Uses)					
Transfer in/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 16,000	\$ 148	\$ 8,400	\$ 8,548	\$ 20,960
EXCESS REVENUES (EXPENDITURES)	\$ 4,500	\$ 19,852	\$ (8,250)	\$ 11,602	\$ 101,142

Capital Reserve Study

Description	FY 2027 Reserve Study*
Reserves Beginning of Year	\$ 106,530
Contributions	120,622
Interest Income	6,320
Expenditures	16,840
Anticipated Balance	\$ 250,312

Description	FY 2027 Budget
Reserves Beginning of Year	\$ 11,602
Contributions	110,000
Interest Income	500
Expenditures	(20,960)
Anticipated Balance	\$ 101,142

Variance Reserve Study vs. Actual (\$149,170)

*Refers to the Cypress Bluff CDD Reserve Study Report dated April 24, 2025, page 2-1.

SIXTH ORDER OF BUSINESS

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Cypress Bluff Community Development District (the “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, the Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

SECTION 1. A Public Hearing will be held to adopt the District’s Rules of Procedure on July 28, 2026, at 12:30 p.m., at the Southeast Regional Library, 10599 Deerwood Park Boulevard, Jacksonville, Florida 32256.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

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

PASSED AND ADOPTED this 19th day of May, 2026.

ATTEST:

**CYPRESS BLUFF COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

**RULES OF PROCEDURE
CYPRESS BLUFF
COMMUNITY DEVELOPMENT DISTRICT
RULE NO. _____**

EFFECTIVE AS OF _____, 2026

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Rule 1.0 General.

- (1) The Cypress Bluff Community Development District (the “**District**”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “**Rules**”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “**Board**”) shall consist of five (5) members. Members of the Board (“**Supervisors**”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("**Coordinator**") for the District as required by the Florida Commission on Ethics ("**Commission**"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("**Reporting Individual**"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager (904) 940-5850. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that 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."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days prior to such meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comments
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),
 - (b) Florida Statutes; and
 - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (d) Support economical and efficient operations; and
 - (e) Ensure reliability of financial records and reports; and
 - (f) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.

- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.

- (4) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (v) The grant of rulemaking authority for the proposed rule;
 - (vi) The law being implemented or interpreted;
 - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
 - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
 - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (x) The date, time, and location of the public hearing on the proposed rule;
 - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
 - (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.
- (6) Modification of Rules.
- (a) Technical Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of correction (“**Notice of Correction**”) if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
 - (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.
 - (b) Substantive Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of change (“**Notice of Change**”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests

of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
- (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
- (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
- (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county

or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the

scheduled public hearing. The Notice of Public Hearing shall include the following information:

- (i) The date, time, and location of the public hearing; and
- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
 - (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
- (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.

- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
- (a) A copy of the rule;
 - (b) Any material incorporated by reference in the rule;
 - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
 - (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
 - (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
 - (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.
- (14) Petitions to Challenge Rules.
- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District’s authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation

of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.

- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.
- (15) Variations and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:
- (i) The rule from which a variance or waiver is requested;
- (ii) The type of action requested;
- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.
- (16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) **“Competitive Solicitation”** means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) **“Continuing Contract”** means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) **“Contractual Service”** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
- (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (m) **“Proposal (or Reply or Response) Most Advantageous to the District”** means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) **“Purchase”** means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) **“Request for Proposals”** or **“RFP”** is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “**Project**” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has

the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that “wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (6) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee

premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor’s pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
 - (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - (v) The vendor’s qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

- (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- (xii) The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- (i) Impacts on project schedule, cost, or quality of work;
- (ii) Unsafe conditions allowed to exist;
- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or

Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “**goods, supplies, and materials**” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsive and Responsible Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
 - (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
 - (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2025, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

EIGHTH ORDER OF BUSINESS

C.

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF THE
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Cypress Bluff Community Development District will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the Duval County Supervisor of Elections located at Candidate Services Office, 105 East Monroe Street, Jacksonville, FL 32202; (904) 255-8683. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Duval County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Cypress Bluff Community Development District has two (2) seats up for election, specifically Seats 2 and 3. Each seat carries a four-year term of office. Elections are non-partisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

For additional information, please contact the Duval County Supervisor of Elections.

D.



**COMMUNITY MANAGER REPORT 5/19/26
SUBMITTED BY MARCY POLLICINO**

RECHARGE UPDATE:

Pool Inspection

State of Florida Department of Health inspected the pool on 4/23/26 and found no issues. Pool passed inspection. See report attached.

Pool Expansion Joint Update

Village Pools is currently resealing the expansion joints. When the pool was drained, Village Pools discovered a crack step by the sun shelf and 16 hollow areas. The cost to fix the step and patch the hollow areas was an additional \$1,800. Bringing the grand total to \$14,150.



FULL DRAIN



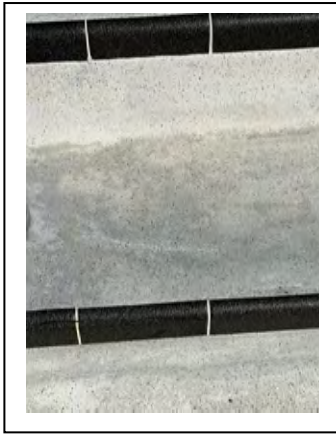
FULL DRAIN



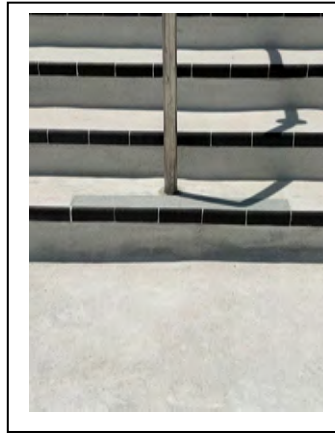
EXAMPLE OF HOLLOW
AREAS THAT WILL BE
PATCHED



EXAMPLE OF PATCHED
HOLLOW AREAS



CRACKED STEP



FIXED CRACKED STEP



EXAMPLE OF RESEALED
JOINT

April Amenity Use:

Front Gym door was opened 3,180 times.

Rear gym door was opened 103 times.

Main entry gate was opened 3,603 times.

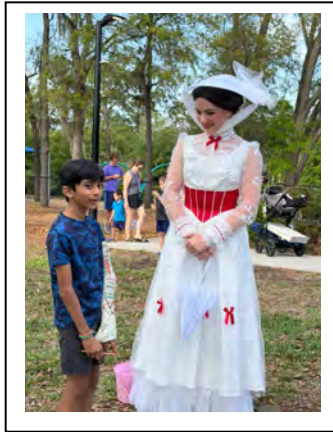
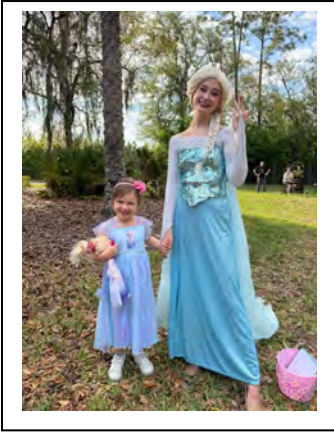
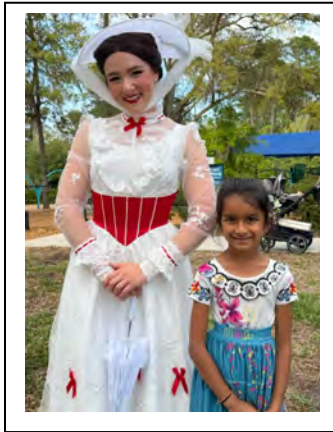
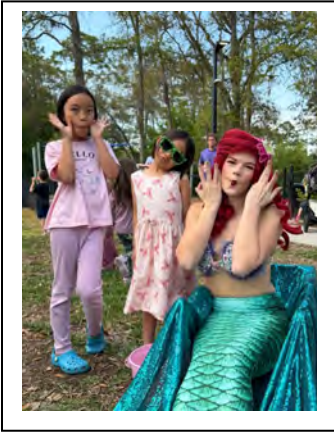
Main pool gate was opened 1,037 times.

Side pool gate was opened 136 times.

EVENTS UPDATE:

Disney Broadway Night

Elsa, Mary Poppins and Ariel visited with residents while Stagelight Cabaret performed Disney Broadway songs. 100 +/- attended

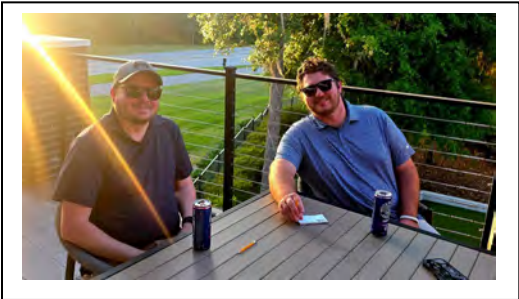
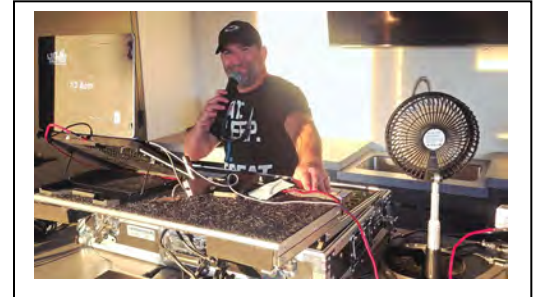


Adult Trivia

DJ Ross hosted an adult trivia night. Top three winning teams took home Visa gift cards of \$25 and \$20. Cousins Maine Lobster food truck on site and SOLD OUT! 23 attended

Social Media:





MAY EVENTS: Game Night, Memorial Day, Sharks Games Discount Tickets, Waves Games Discount Tickets, Coppelia Ballet Discount Tickets and Jumbo Shrimp Discount Tickets

JUNE EVENTS: Adult Swim, DJ Poolside, Steel Drum Music Poolside, Sharks Games Discount Tickets, Waves Games Discount Tickets and Jumbo Shrimp Discount Tickets

ACTION ITEMS UPDATE

N/A

LANDSCAPE REPORT

1. Hand pulled large weeds in drift rose beds along the median islands.
2. Edged beds and tree rings.
3. Blow all roadways and common areas.
4. Edged Jasmine beds.
5. Spray weeds.
6. Mowing all St Augustine and Bahia.
7. April irrigation repairs made @ \$2,275.
8. Re-treated all turf weeds.
9. Trimmed shrubs at Recharge.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT
PUBLIC POOL AND BATHING PLACE
INSPECTION REPORT



1 of 2

Facility Information

RESULT: Satisfactory

Permit Number: 16-60-2040783
Name of Facility: E-Town Amenity Pool
Address: 10571 ETown Parkway
City, Zip: Jacksonville 32256

Correct By: None
Re-Inspection Date: None

Type: Public Pool > 25000 Gallons
Owner: Cypress Bluff CDD
Person In Charge: Marcy Pollicino Phone: NA
PIC Email: recharge@etownjax.com
Pool Operator: Anderson, David - Vesta Property Services Phone: NA

Inspection Information

Purpose: Routine
Inspection Date: 4/23/2026

Begin Time: 09:45 AM
End Time: 10:20 AM

Additional Information

22. Free Chlorine	2	VOLUME	115903
23. pH	7.4	POOL LOAD	80
24. Chlor. Stabilizer		FLOW RATE	400
33. Flowmeter	400	NIGHT SWIM	No
34. Thermometer		FILTER TYPE	SP

Items checked are not in compliance with Chapter 386 or 514, Florida Statutes, or Chapter 64E-9 or 64E-10, Florida Administrative Code. These violations must be corrected by the date indicated to avoid closure, administrative fines, or other legal actions. Florida Building Code (FBC) violations are reported to the local building official, and depending upon risk severity, the Department of Health may close the pool or rescind the operating permit.

Violation Markings

<p>POOL AREA</p> <p>1. Water Clarity/Algae Control</p> <p>2. Deck/Walkways</p> <p>3. Tile/Pool Finish</p> <p>4. Depth Markers-FBC</p> <p>5. Handrail/Ladder-FBC</p> <p>6. Step Markings-FBC</p> <p>7. Suction Outlets-514.0315(1)</p> <p>8. Gutter Grates/Skimmer-FBC</p> <p>9. Lighting</p> <p>10. No Dive Markings-FBC</p> <p>11. Diving Board-FBC</p> <p>12. Pool Cover</p> <p>13. Pool Side Shower-FBC</p> <p>POOL SAFETY</p> <p>14. Life Hook(s) w/Pole</p> <p>15. Life Ring(s) w/Rope</p> <p>16. Safety Line</p>	<p>17. Rules Posted</p> <p>18. Certification</p> <p>SANITARY FACILITIES</p> <p>19. Supplies 64E-10, FAC</p> <p>20. Clean 64E-10, FAC</p> <p>WATER QUALITY</p> <p>21. Approved Test Kit</p> <p>22. Free Chlor./Brom.</p> <p>23. pH</p> <p>24. Chlor. Stabilizer</p> <p>25. Spa Requirements-ORP</p> <p>EQUIPMENT ROOM</p> <p>26. Wading Pool-Quick Dump</p> <p>27. Water Level/Control</p> <p>28. Disinfection Feeder/Generator</p> <p>29. pH Feeder</p> <p>30. Chem. Container Label-FBC</p> <p>31. Filter / Pump</p>	<p>32. Vacuum Cleaner-FBC</p> <p>33. Flowmeter</p> <p>34. Thermometer</p> <p>35. Pressure/Vacuum Gauge</p> <p>36. Equip. Room</p> <p>37. Cross Connection</p> <p>38. Gas Chlorine Eq.-FBC</p> <p>39. Waste Water - FBC</p> <p>40. D.E. Separator-FBC</p> <p>41. Other Equipment</p> <p>42. Equip. Change-FBC</p> <p>43. Approved Chemicals</p> <p>44. Maintenance Log</p> <p>45. Inspection Posted</p> <p>46. Safety-514.0315(2)</p> <p>47. Fences/Gates- FBC</p> <p>48. Other</p> <p>49. Other</p>
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NOTE: It is unlawful to modify a public pool or its equipment without prior approval from the local building department and submitting an application to DOH.

Inspector Signature:

Client Signature:

STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT
PUBLIC POOL AND BATHING PLACE
INSPECTION REPORT



2 of 2

General Comments

SATISFACTORY

Contact your inspector at jessica.bertrand@flhealth.gov with any questions.

Email Address(es): No Email Addresses Available

DOH Web Page For Pools: <http://www.floridahealth.gov/environmental-health/swimming-pools/index.html>

Violations Comments

No Violation Comments Available

Inspection Conducted By: Jessica Bertrand (4092)
Inspector Contact Number: Work: (904) 253-1280 ex.
Print Client Name:
Date: 4/23/2026

Inspector Signature:

Handwritten signature of Jessica Bertrand.

Client Signature:

Handwritten signature of the client, appearing to be "email".

NINTH ORDER OF BUSINESS

A.

Cypress Bluff
Community Development District

Unaudited Financial Reporting
April 30, 2026



Cypress Bluff
Community Development District
Combined Balance Sheet
April 30, 2026

	General Fund	Debt Service Fund	Capital Reserve Fund	Totals Governmental Funds
Assets:				
Cash:				
Operating Account	\$ 77,584	\$ -	\$ 19,852	\$ 97,436
Due from General Fund	-	31,346	-	31,346
Investments:				
State Board of Administration (SBA)	618	-	-	618
Custody (US Bank)	881,394	-	-	881,394
Series 2019				
Reserve	-	360,381	-	360,381
Principal	-	240,000	-	240,000
Revenue	-	355,144	-	355,144
Interest	-	241,186	-	241,186
Prepayment	-	5,000	-	5,000
Series 2020				
Reserve	-	247,220	-	247,220
Principal	-	109	-	109
Revenue	-	392,152	-	392,152
Interest	-	168,209	-	168,209
Prepayment	-	5,000	-	5,000
Series 2020A				
Reserve	-	210,612	-	210,612
Principal	-	175,000	-	175,000
Revenue	-	188,885	-	188,885
Interest	-	124,164	-	124,164
Prepayment	-	10,237	-	10,237
Series 2021				
Reserve	-	57,625	-	57,625
Principal	-	45,000	-	45,000
Revenue	-	55,351	-	55,351
Interest	-	33,326	-	33,326
Prepaid Expenses	215	-	-	215
Total Assets	\$ 959,811	\$ 2,945,947	\$ 19,852	\$ 3,925,610
Liabilities:				
Accounts Payable	\$ 1,735	\$ -	\$ -	\$ 1,735
Due to Debt Service 2019	12,933	-	-	12,933
Due to Debt Service 2020	8,815	-	-	8,815
Due to Debt Service 2020A	7,524	-	-	7,524
Due to Debt Service 2021	2,073	-	-	2,073
Total Liabilities	\$ 33,081	\$ -	\$ -	\$ 33,081
Fund Balance:				
Nonspendable:				
Prepaid Items	\$ 215	\$ -	\$ -	\$ 215
Restricted for:				
Debt Service - Series	-	2,945,947	-	2,945,947
Assigned for:				
Capital Reserve Fund	-	-	19,852	19,852
Unassigned	926,515	-	-	926,515
Total Fund Balances	\$ 926,731	\$ 2,945,947	\$ 19,852	\$ 3,892,530
Total Liabilities & Fund Balance	\$ 959,811	\$ 2,945,947	\$ 19,852	\$ 3,925,610

Cypress Bluff
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2026

	Adopted Budget	Prorated Budget Thru 04/30/26	Actual Thru 04/30/26	Variance
Revenues:				
Special Assessments - Tax Roll	1,339,699	\$ 1,322,491	\$ 1,322,491	-
Interest Income	10,200	10,200	19,814	9,614
Insurance Proceeds	-	-	8,250	8,250
Other Income	20,000	11,667	6,285	(5,382)
Total Revenues	1,369,899	\$ 1,344,358	\$ 1,356,840	12,482
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	12,000	\$ 7,000	\$ 4,600	2,400
FICA Expense	918	536	352	184
Engineering	9,500	5,542	590	4,952
Arbitrage	2,400	1,400	600	800
Dissemination Agent	7,969	4,649	4,949	(300)
Attorney	13,000	7,583	5,930	1,654
Annual Audit	6,700	6,700	6,800	(100)
Assessment Roll	11,798	11,798	11,798	-
Trustee Fees	23,000	18,506	18,506	-
Management Fees	57,974	33,818	33,818	-
Information Technology	2,949	1,721	1,720	-
Website Maintenance	1,475	860	860	-
Telephone	500	292	102	189
Postage	1,500	1,500	1,587	(87)
Printing & Binding	2,500	1,458	762	697
Insurance	7,460	7,460	7,029	431
Legal Advertising	2,500	1,458	721	737
Other Current Charges	500	292	189	103
Office Supplies	600	350	5	346
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	165,418	\$ 113,098	\$ 101,092	12,006
<u>Operations & Maintenance</u>				
Ground Maintenance				
Lake Maintenance	1,500	\$ 875	\$ 700	175
Landscape Maintenance	417,103	243,310	238,540	4,771
Landscape Contingency	13,000	13,000	14,575	(1,575)
Pump Maintenance	3,550	3,550	5,968	(2,418)
Water & Sewer	32,500	32,500	-	32,500
Electric	-	-	13,139	(13,139)
Reclaim Water	-	-	11,591	(11,591)
Irrigation Repairs	10,000	5,833	8,121	(2,288)
Pest Control	2,400	1,400	1,430	(30)
Environmental Permit/Monitoring	20,000	-	-	-
Other Repairs and Maintenance	5,000	2,917	-	2,917
Subtotal Ground Maintenance	505,053	\$ 303,385	\$ 294,064	9,322

Cypress Bluff
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2026

	Adopted Budget	Prorated Budget Thru 04/30/26	Actual Thru 04/30/26	Variance
Amenity Center				
Insurance	61,650	\$ 61,650	\$ 56,442	5,208
Amenity Manager (Vesta)	134,031	78,185	78,185	-
Pool Maintenance (Vesta)	10,172	5,934	5,934	-
Pool Chemicals (Vesta)	17,148	10,003	10,003	-
Facility Attendant (Vesta)	98,500	57,458	57,458	-
Janitorial Services (Vesta)	13,339	7,781	7,781	-
Refuse	3,000	1,750	1,387	363
Security and Gate Maintenance	10,000	5,833	360	5,473
Security Patrol	20,000	11,667	-	11,667
Facility Maintenance (Vesta)	21,387	12,476	12,476	-
Elevator Maintenance	5,000	2,917	3,666	(750)
Electric	25,500	14,875	3,745	11,130
Water & Sewer	-	-	1,868	(1,868)
Irrigation Water	-	-	22,287	(22,287)
Cable and Internet	10,200	5,950	5,536	414
Licenses and Permits	1,000	583	-	583
Subscriptions	-	-	3,814	(3,814)
Repairs & Maintenance	71,000	41,417	22,751	18,665
Special Events	35,000	20,417	17,905	2,511
Holiday Decorations	1,500	875	704	171
Fitness Center R&M	20,000	11,667	4,550	7,117
Fitness Equipment Rentals	9,000	5,250	2,716	2,534
Reserve for Amenities	100,000	58,333	11,005	47,329
Mobile Application	9,000	5,250	5,250	-
Other Current Charges	3,000	1,750	1,560	190
Subtotal Amenity Center	679,427	\$ 422,020	\$ 337,383	84,636
Capital Reserve				
Capital Reserve Funding	20,000	\$ 20,000	\$ 20,000	-
Subtotal Capital Reserve	20,000	\$ 20,000	\$ 20,000	-
Total Operations & Maintenance	1,204,480	\$ 745,405	\$ 651,447	93,958
Total Expenditures	1,369,899	\$ 858,503	\$ 752,539	105,964
Excess (Deficiency) of Revenues over Expenditures	-	\$ 485,855	\$ 604,301	118,446
Net Change in Fund Balance	-	\$ 485,855	\$ 604,301	118,446
Fund Balance - Beginning	-		\$ 322,430	
Fund Balance - Ending	-		\$ 926,731	

Cypress Bluff
Community Development District
Debt Service Fund Series 2019
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2026

	Adopted Budget	Prorated Budget Thru 04/30/26	Actual Thru 04/30/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 723,981	\$ 723,981	\$ 714,266	\$ (9,715)
Special Assessments - Prepayments	-	-	4,663	4,663
Interest Income	5,000	5,000	15,967	10,967
Total Revenues	\$ 728,981	\$ 728,981	\$ 734,896	\$ 5,915
Expenditures:				
Interest - 11/1	\$ 241,313	\$ 241,313	\$ 241,313	\$ -
Principal Prepayment - 11/1	-	-	5,000	(5,000)
Interest - 5/1	241,313	-	-	-
Principal - 5/1	240,000	-	-	-
Total Expenditures	\$ 722,626	\$ 241,313	\$ 246,313	\$ (5,000)
Excess (Deficiency) of Revenues over Expenditures	\$ 6,355	\$ 487,668	\$ 488,583	\$ 915
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 6,355	\$ 487,668	\$ 488,583	\$ 915
Fund Balance - Beginning	\$ 360,334		\$ 726,061	
Fund Balance - Ending	\$ 366,689		\$ 1,214,644	

Cypress Bluff
Community Development District
Debt Service Fund Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2026

	Adopted Budget	Prorated Budget Thru 04/30/26	Actual Thru 04/30/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 495,593	\$ 495,593	\$ 486,829	\$ (8,764)
Interest Income	10,000	10,000	11,413	1,413
Total Revenues	\$ 505,593	\$ 505,593	\$ 498,241	\$ (7,352)
Expenditures:				
Interest - 11/1	\$ 171,259	\$ 171,259	\$ 171,259	\$ -
Principal - 11/1	150,000	150,000	150,000	-
Principal Prepayment - 11/1	-	-	5,000	(5,000)
Interest - 5/1	168,334	-	-	-
Total Expenditures	\$ 489,593	\$ 321,259	\$ 326,259	\$ (5,000)
Excess (Deficiency) of Revenues over Expenditures	\$ 16,000	\$ 184,334	\$ 171,982	\$ (12,352)
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 16,000	\$ 184,334	\$ 171,982	\$ (12,352)
Fund Balance - Beginning	\$ 398,976		\$ 649,523	
Fund Balance - Ending	\$ 414,976		\$ 821,506	

Cypress Bluff
Community Development District
Debt Service Fund Series 2020A
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2026

	Adopted Budget	Prorated Budget Thru 04/30/26	Actual Thru 04/30/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 421,869	\$ 421,869	\$ 415,547	\$ (6,321)
Special Assessments - Prepayments	-	-	10,024	10,024
Interest Income	5,000	5,000	9,251	4,251
Total Revenues	\$ 426,869	\$ 426,869	\$ 434,822	\$ 7,954
Expenditures:				
Interest - 11/1	\$ 124,259	\$ 124,259	\$ 124,259	\$ -
Principal Prepayment - 11/1	-	-	5,000	(5,000)
Interest - 5/1	124,259	-	-	-
Principal - 5/1	175,000	-	-	-
Total Expenditures	\$ 423,518	\$ 124,259	\$ 129,259	\$ (5,000)
Excess (Deficiency) of Revenues over Expenditures	\$ 3,351	\$ 302,610	\$ 305,563	\$ 2,954
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 3,351	\$ 302,610	\$ 305,563	\$ 2,954
Fund Balance - Beginning	\$ 197,240		\$ 410,859	
Fund Balance - Ending	\$ 200,591		\$ 716,423	

Cypress Bluff
Community Development District
Debt Service Fund Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2026

	Adopted Budget	Prorated Budget Thru 04/30/26	Actual Thru 04/30/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 115,340	\$ 115,340	\$ 114,466	\$ (874)
Interest Income	2,000	2,000	2,499	499
Total Revenues	\$ 117,340	\$ 117,340	\$ 116,965	\$ (375)
Expenditures:				
Interest - 11/1	\$ 33,326	\$ 33,326	\$ 33,326	\$ -
Interest - 5/1	33,326	-	-	-
Principal - 5/1	45,000	-	-	-
Total Expenditures	\$ 111,651	\$ 33,326	\$ 33,326	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 5,689	\$ 84,015	\$ 83,639	\$ (375)
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 5,689	\$ 84,015	\$ 83,639	\$ (375)
Fund Balance - Beginning	\$ 51,742		\$ 109,736	
Fund Balance - Ending	\$ 57,432		\$ 193,375	

Cypress Bluff
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2026

	Adopted Budget	Prorated Budget Thru 04/30/26	Actual Thru 04/30/26	Variance
Revenues				
Interest Income	\$ 500	\$ 292	\$ -	\$ (292)
Capital Reserve Funding	20,000	20,000	20,000	-
Carry Forward Balance	-	-	-	-
Total Revenues	\$ 20,500	\$ 20,292	\$ 20,000	\$ (292)
Expenditures:				
Capital Outlay	\$ 16,000	\$ 9,333	\$ -	\$ 9,333
Other Current Charges	-	-	148	(148)
Total Expenditures	\$ 16,000	\$ 9,333	\$ 148	\$ 9,185
Excess (Deficiency) of Revenues over Expenditures	\$ 4,500		\$ 19,852	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 4,500.00		\$ 19,852	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ 4,500		\$ 19,852	

Cypress Bluff
Community Development District
Long Term Debt Report

Series 2019, Special Assessment Bonds	
Interest Rate:	3.75% - 5.1%
Maturity Date:	5/1/2048
Reserve Fund Definition	50% Max Annual Debt
Reserve Fund Requirement	\$ 360,381
Reserve Fund Balance	360,381
Bonds outstanding - 9/30/2018	\$ 11,565,000
Less: Principal Payment - 5/1/19	(330,000)
Less: Principal Payment - 5/1/20	(195,000)
Less: Principal Prepayment - 11/1/20	(15,000)
Less: Principal Prepayment - 2/1/21	(20,000)
Less: Principal Payment - 5/1/21	(200,000)
Less: Principal Prepayment - 5/1/21	(15,000)
Less: Principal Prepayment - 8/1/21	(10,000)
Less: Principal Prepayment - 11/1/21	(15,000)
Less: Principal Prepayment - 2/1/22	(5,000)
Less: Principal Payment - 5/1/22	(210,000)
Less: Principal Prepayment - 5/1/22	(35,000)
Less: Principal Prepayment - 11/1/22	(10,000)
Less: Principal Payment - 5/1/23	(215,000)
Less: Principal Prepayment - 11/1/23	(15,000)
Less: Principal Payment - 5/1/24	(225,000)
Less: Principal Prepayment - 11/1/24	(15,000)
Less: Principal Payment - 5/1/25	(230,000)
Less: Principal Prepayment - 5/1/25	(5,000)
Less: Principal Prepayment - 11/1/25	(5,000)
Current Bonds Outstanding	\$ 9,795,000

Series 2020, Special Assessment Bonds	
Interest Rate:	3.9% - 5.2%
Maturity Date:	11/1/2049
Reserve Fund Definition	50% Max Annual Debt
Reserve Fund Requirement	\$ 247,220
Reserve Fund Balance	247,220
Bonds outstanding - 4/15/2020	\$ 7,705,000
Less: Principal Payment - 11/1/20	(290,000)
Less: Principal Payment - 11/1/21	(130,000)
Less: Principal Payment - 11/1/22	(135,000)
Less: Principal Payment - 11/1/23	(140,000)
Less: Principal Payment - 11/1/24	(145,000)
Less: Principal Prepayment - 5/1/25	(10,000)
Less: Principal Payment - 11/1/25	(150,000)
Less: Principal Prepayment - 11/1/25	(5,000)
Current Bonds Outstanding	\$ 6,700,000

Series 2020A, Special Assessment Bonds (Del Webb Project)	
Interest Rate:	2.7% - 3.8%
Maturity Date:	5/1/2050
Reserve Fund Definition	50% Max Annual Debt
Reserve Fund Requirement	\$ 210,612
Reserve Fund Balance	210,612
Bonds outstanding - 9/11/2020	\$ 7,675,000
Less: Principal Payment - 5/1/21	(150,000)
Less: Principal Prepayment - 2/1/22	(10,000)
Less: Principal Payment - 5/1/22	(155,000)
Less: Principal Prepayment - 11/1/22	(15,000)
Less: Principal Payment - 5/1/23	(160,000)
Less: Principal Prepayment - 11/1/23	(15,000)
Less: Principal Payment - 5/1/24	(165,000)
Less: Principal Prepayment - 5/1/24	(10,000)
Less: Principal Payment - 5/1/25	(165,000)
Less: Principal Prepayment - 5/1/25	(15,000)
Less: Principal Prepayment - 11/1/25	(5,000)
Current Bonds Outstanding	\$ 6,810,000

Series 2021, Special Assessment Bonds	
Interest Rate:	3.719951%
Maturity Date:	5/1/2051
Reserve Fund Definition	50% Max Annual Debt
Reserve Fund Requirement	\$ 57,625
Reserve Fund Balance	57,625
Bonds outstanding - 11/1/2021	\$ 2,045,000
Less: Principal Payment - 5/1/22	(40,000)
Less: Principal Payment - 5/1/23	(45,000)
Less: Principal Payment - 5/1/24	(45,000)
Less: Principal Payment - 5/1/25	(45,000)
Current Bonds Outstanding	\$ 1,870,000

B.

C.

Cypress Bluff

Community Development District

Check Run Summary April 30, 2006

Fund	Date	Check No.	Amount
General Fund			
Payroll	4/28/26	50310-50312	\$ 554.10
		Subtotal	\$ 554.10
Accounts Payable			
	4/3/26	1906-1912	\$ 32,606.85
	4/10/26	1913-1918	44,001.42
	4/17/26	1919-1923	10,078.45
	4/24/26	1924-1927	3,817.15
		Subtotal	\$ 90,503.87
Capital Reserve Fund			
Accounts Payable			\$ -
		Subtotal	\$ -
Total			\$ 91,057.97

CHECK #	EMP #	EMPLOYEE NAME	CHECK AMOUNT	CHECK DATE
50310	7	EDWARD J MUHL JR	184.70	4/28/2026
50311	2	JOHN S HEWINS JR	184.70	4/28/2026
50312	8	KIRK S BLOMGREN	184.70	4/28/2026

TOTAL FOR REGISTER 554.10

CYBL CYPRESS BLUFF TLEE

Attendance Sheet

District Name: Cypress Bluff CDD

Board Meeting Date: April 28, 2026 Meeting

	Name	In Attendance	Fee
1	Joe Muhl <i>Chairman</i>	✓	YES-\$200
2	John Hewins <i>Vice Chairman</i>	✓	YES - \$200
3	Kirk Blomgren <i>(phone)</i> <i>Assistant Secretary</i>	✓	YES - \$200
4	William Cellar <i>Assistant Secretary</i>	No	YES - \$200
5	Robert Feist <i>Assistant Secretary</i>	✓	NO

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

Approved for Payment:


District Manager Signature

4.28.2026
Date

PLEASE RETURN COMPLETED FORM TO DANIEL LAUGHLIN

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT
4/03/26	00148	3/03/26	10571-5A	202603	320-57200-46000				*	675.00	
			2026 MAINT PLAN APPROVED								675.00 001906
4/03/26	00081	4/01/26	160889	202604	320-57200-47200			ANTHONY E ORTOLANI	*	100.00	
			APR LAKE MAINT POND 1								100.00 001907
4/03/26	00127	2/16/26	2026-05-5/25	202602	320-57200-49400			CLEAR WATERS INC	*	925.00	
			3HR MEMORIAL DAY								925.00 001908
4/03/26	00127	2/19/26	2026-05-5/15	202602	320-57200-49400			FIRST COAST FOAM PARTY LLC	*	700.00	
			2HR BASKETBALL PARTY								700.00 001909
4/03/26	00064	3/31/26	BP640236	202603	330-57200-46500			FIRST COAST FOAM PARTY LLC	*	87.77	
			UNIFORMS AND NAME TAGS								87.77 001910
4/03/26	00012	3/30/26	18068	202603	320-57200-46400			PROFORMA	*	3,071.00	
			RPLC BACKFLUSH VALVES								3,071.00
4/03/26	00069	3/30/26	18069	202603	320-57200-45700			SUN STATE NURSERY	*	2,500.00	
			PUMP SERVICE								2,500.00
4/03/26	00037	4/01/26	431462	202604	320-57200-45000			APR AMENITY MANAGER	*	11,169.25	
			431462	202604	320-57200-45100			APR FACILITY ATTENDANT	*	8,208.33	
			431462	202604	320-57200-46800			APR POOL MAINTENANCE	*	847.67	
			431462	202604	320-57200-46200			APR JANITORIAL	*	1,111.58	
			431462	202604	320-57200-46600			APR MAINTENANCE	*	1,782.25	
			431462	202604	320-57200-46810			APR POOL CHEMICALS	*	1,429.00	
								VESTA PROPERTY SERVICES INC			24,548.08 001912
4/10/26	00120	4/02/26	2026-628	202604	320-57200-46000			14 PLUMBING COMMERCIAL	*	262.00	
								ALDRIDGE & SONS PLUMBING			262.00 001913
4/10/26	00005	4/01/26	112	202604	310-51300-34000			APR MANAGEMENT FEES	*	4,831.17	

CYBL CYPRESS BLUFF TLEE

*** CHECK DATES 04/01/2026 - 04/30/2026 *** CYPRESS BLUFF-GENERAL FUND CYPRESS BLUFF-GENERAL FUND BANK A CYPRESS BLUFF CDD

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT
4/01/26	112	202604	310	51300	52100				*	122.92	
		APR WEBSITE ADMIN									
4/01/26	112	202604	310	51300	35200				*	245.75	
		APR INFO TECH									
4/01/26	112	202604	310	51300	31300				*	664.08	
		APR DISSEM AGENT SRVCS									
4/01/26	112	202604	310	51300	51000				*	.90	
		OFFICE SUPPLIES									
4/01/26	112	202604	310	51300	42000				*	248.80	
		POSTAGE									
4/01/26	112	202604	310	51300	42500				*	118.35	
		COPIES									
4/01/26	112	202604	310	51300	41000				*	12.27	
		TELEPHONE									
GOVERNMENTAL MANAGEMENT SERVICES											
4/10/26	00095	4/06/26	3728584	202601	310	51300	31500		*	1,554.80	6,244.24 001914
		JAN GENERAL COUNSEL									
4/06/26		3728584A	202602	310	51300	31500			*	788.30	
		FEB GENERAL COUNSEL									
4/10/26	00065	4/06/26	2677	202604	320	57200	46500		*	475.00	2,343.10 001915
		EQUIPMENT SRVCS & INSPECT									
KUTAK ROCK LLP											
4/10/26	00012	4/03/26	18094	202604	320	57200	46100		*	475.00	475.00 001916
		APR LANDSCAPE MAINT AREA1									
4/03/26	18095	202604	320	57200	46100				*	25,549.00	
		APR LANDSCAPE MAINT AREA2									
4/03/26	18096	202604	320	57200	46100				*	1,808.08	
		APR LANDSCAPE MAINT AREA3									
SUN STATE NURSERY											
4/10/26	00147	3/25/26	0008989	202603	320	57200	49400		*	600.00	34,077.08 001917
		MEMORIAL DAY PERFORM 3HR									
NEAL POMERANTZ											
4/17/26	00131	4/14/26	4268A	202604	320	57200	49600		*	5,502.27	600.00 001918
		FIN PMT EXT PAINT AMEN CT									
DUSTIN MACPEEK											
4/17/26	00011	4/03/26	00252-26	202604	310	51300	31200		*	5,502.27	5,502.27 001919
		SE 2020 TRUSTEE FEES									
THE BANK OF NEW YORK MELLON											
CYBL CYPRESS BLUFF TLEE											

*** CHECK DATES 04/01/2026 - 04/30/2026 ***
CYPRESS BLUFF-GENERAL FUND
BANK A CYPRESS BLUFF CDD

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK....#
4/17/26	00055	4/08/26	62206673	202604	320	-57200	-47000		TURNER PEST CONTROL LLC	*	144.94	
4/09/26		62206673	202604	320	-57200	-47000		TURNER PEST CONTROL	*		144.94	
4/17/26	00037	3/31/26	431930	202603	320	-57200	-49400		EGG HUNT EVENT	*	27.93	
3/31/26		431930	202603	320	-57200	-46000		HOUSEKEEPING GLOVES	*		27.67	
4/17/26	00066	4/10/26	23519	202604	320	-57200	-46500		VESTA PROPERTY SERVICES INC	*	230.70	289.88 001921
4/10/26		23519	202604	320	-57200	-46500		DISINFECTANT WIPES CASE	*		230.70	
4/24/26	00018	4/14/26	299-1051	202604	320	-57200	-46000		WIPES LLC	*	2,458.65	230.70 001923
4/14/26		299-1051	202604	320	-57200	-46000		ETOWN FLAGS - ETOWN PKWY	*		2,458.65	
4/21/26	00154	4/21/26	157188	202604	320	-57200	-46000		FAST SIGNS #171701	*	375.00	2,458.65 001924
4/21/26		157188	202604	320	-57200	-46000		SECTION - CHAIN LINK WIRE	*		375.00	
4/16/26	00002	4/16/26	26-02068	202604	310	-51300	-48000		HARDWICK FENCE LLC	*	103.50	375.00 001925
4/16/26		26-02068	202604	310	-51300	-48000		4/28 NTC OF BOS MTG	*		103.50	
4/17/26	00012	4/17/26	18143	202604	320	-57200	-46400		JACKSONVILLE DAILY RECORD	*	880.00	103.50 001926
4/17/26		18143	202604	320	-57200	-46400		IRRIGATION REPAIRS	*		880.00	
									SUN STATE NURSERY		880.00	880.00 001927

TOTAL FOR BANK A 90,503.87

TOTAL FOR REGISTER 90,503.87

CYBL CYPRESS BLUFF TLEE

INVOICE

Air Doctors Heating and Cooling, Inc CAC1815910
120 Cumberland Park Dr
Ste 201
Saint Augustine, FL 32095-8914

airdrs@aol.com
+1 (904) 230-4645
www.airdrs.com

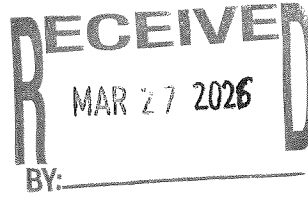


Bill to
Marcy
Cypress Bluff CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Ship to
Marcy
Cypress Bluff CDD
Recharge Amenity Center
10571 eTown Parkway
Jacksonville, FL 32256

Invoice details

Invoice no.: 10571-5 **A**
Terms: Due on receipt
Invoice date: 03/03/2026
Due date: 03/27/2026



#	Product or service	Description	Qty	Rate	Amount
1.	15.10 Service Call	Serviced and cleaned the system. Removed the filters. Cleaned the coil. Flushed the drain line. Installed new filters, customer provided. Checked the freon level. Checked the airflow. Installed a UV light to minimize organic growth throughout the system. Maintenance Plan Approved for 2026.	1	\$440.00	\$440.00
2.	15.45 Misc. Parts	UV light installation	1	\$975.00	\$975.00
3.	15.04 Discount	Discount - Customer loyalty	1	-\$300.00	-\$300.00

Ways to pay

BANK

Total	\$1,115.00
Payment	-\$440.00
Balance due	\$675.00

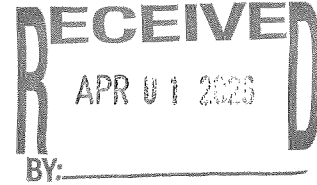
[View and pay](#)

Clear Waters, Inc.
P.O. Box 291522
Port Orange, FL 32129

Invoice

DATE	INVOICE #
4/1/2026	160889

BILL TO
e-Town Cypress Bluff CDD 10571 eTown Parkway Jacksonville, FL 32256 Attn: Marcy Pollicino

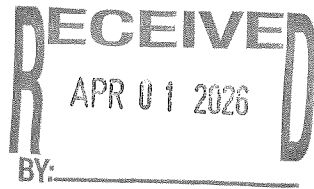


Phone #	P.O. NO.	TERMS	ACCOUNT #
386-767-4928		Net 30	822

ITEM	DESCRIPTION	RATE	AMOUNT
Lake Mgmt.	Pond 1	100.00	100.00

Thank you for your business.	Clearwaterslakemgmt.com	Total	\$100.00
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INVOICE



First Coast Foam Party LLC
 101 Marketside ave Suite 404-154, ponte vedra, FL 32081
 Phone: +1 904-834-1311;
 firstcoastfoamparty@gmail.com; Website:
 www.Firstcoastfoamparty.com

Invoice No#: 2026-05-25-02
Invoice Date: Feb 16, 2026
Due Date: May 22, 2026



\$925.00 USD
AMOUNT DUE

BILL TO

Cypress Bluff CDD
 marcy Pollicino
 10571 eTown Parkway, jacksonville, FL 32256,
 UNITED STATES
 mpollicino@vestapropertyservices.com
 Phone: +1 904-527-1081

SHIP TO

Cypress Bluff CDD
 marcy Pollicino
 10571 eTown Parkway, jacksonville, FL 32256,
 UNITED STATES

#	ITEMS & DESCRIPTION	PRICE	AMOUNT(\$)
1	3 hour party - memorial day 5/25 1100 - 2pm golf-bubbles-cotton candy	\$925.00	\$925.00
		Subtotal	\$925.00
		Shipping	\$0.00
		TOTAL	\$925.00 USD

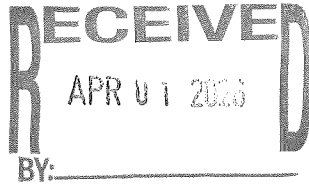
NOTES TO CUSTOMER

Thank you for allowing us to party with you! Please consider leaving us a kind remark on our social media or Google and referrals are always welcome! 5/27/2024 11-2.

TERMS AND CONDITIONS

Rules and Regulations: By hiring First Coast Foam Party LLC you understand that the following rules apply: Do not eat the foam, no running, no diving, no rough play, the foam can become slippery, if we see inappropriate behavior we will address the behavior and have the right to end the event for safety reasons. We can not be held responsible for your children's actions. The foam is hypo-allergenic, dye-free, biodegradable and safe for kids, pets, grass and pools. The main ingredient in the foam is Sodium Lauryl Sulfate. The color/glow can leave a residue on clothes that should wash out in a few washes but can stain clothing. By hiring First Coast Foam Party LLC you agree to hold First Coast Foam Party LLC, it's employees, agents or representatives harmless and indemnify them against any and all claims for property damage and/or personal injury claims.

INVOICE



First Coast Foam Party LLC
101 Marketside ave Suite 404-154, ponte vedra, FL 32081
Phone: +1 904-834-1311;
firstcoastfoamparty@gmail.com; Website:
www.Firstcoastfoamparty.com

Invoice No#: 2026-05-15-01
Invoice Date: Feb 19, 2026
Due Date: May 13, 2026



\$700.00 USD
AMOUNT DUE

BILL TO

Cypress Bluff CDD
marcy Pollicino
10571 eTown Parkway, JACKSONVILLE, FL 32256,
UNITED STATES
mpollicino@vestapropertyservices.com
Phone: +1 904-527-1081

SHIP TO

Cypress Bluff CDD
marcy Pollicino
10571 eTown Parkway, JACKSONVILLE, FL 32256,
UNITED STATES

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	2 hour game truck for the community May 15 5:30-7:30	1	\$400.00	\$400.00
2	2 hour basketball party May 15 5:30 - 7:30	1	\$400.00	\$400.00
	Subtotal			\$800.00
	Other discount			-\$100.00
	TOTAL			\$700.00 USD

NOTES TO CUSTOMER

Thank you for allowing us to party with you! Please consider leaving us a kind remark on our social media or Google and referrals are always welcome!

TERMS AND CONDITIONS

Rules and Regulations: By hiring First Coast Foam Party LLC you understand that the following rules apply: Do not eat the foam, no running, no diving, no rough play, the foam can become slippery, if we see inappropriate behavior we will address the behavior and have the right to end the event for safety reasons. We can not be held responsible for your children's actions. The foam is hypo-allergenic, dye-free, biodegradable and safe for kids, pets, grass and pools. The main ingredient in the foam is Sodium Lauryl Sulfate. The color/glow can leave a residue on clothes that should wash out in a few washes but can stain clothing. By hiring First Coast Foam Party LLC you agree to hold First Coast Foam Party LLC, it's employees, agents or representatives harmless and indemnify them against any and all claims for property damage and/or personal injury claims.



Original Bill

Bill Number BP64023637A
Bill Date 3/31/2026
Due Date 4/29/2026
Terms Net 30
Sales Order SP64023637
Sales Person Blair Wygle

Proforma NorthPoint
Telephone: 904-330-0162
Email: np.service@proforma.com

Sold To

Marcy Pollicino
Cypress Bluff Community Development
475 W Town PL
Suite 114
SAINT AUGUSTINE, FL 32092
Phone: 904-527-1081
Recharge@etownjax.com

Shipped To

Recharge Amenity Center
Marcy Pollicino
10571 eTown Parkway
JACKSONVILLE, FL 32256

Customer Reference: eTown Apparel

Item #	Item Description	QTY Billed	QTY Ordered	Back Order	Unit Price	Per	Credit	Amount
	District Perfect Blend CVC Tee. Color: <i>Hthr Navy: 2 - 2XL</i>	2	2	0	14.5000	Each	-	\$29.00
	Setup Charge	1	1	0	25.0000	Each	-	\$25.00
Line-Item Total	Freight Amount	Tax Amount	Sub Total	Deposits	Credits/Discounts	Amount Due:		
\$54.00	\$33.77	-	\$87.77	-	-	\$87.77 USD		

Bills that are paid beyond terms will be adjusted to reflect current retail prices in addition to a 1.5% per month (18% per annum) service charge. Vendor makes no warranties, express or implied, on merchantability, fitness or otherwise which extend beyond the description of the product herein. Furthermore, buyer agrees through payment of this bill that Vendor's damages, if any, shall be limited to the total selling price of any item purchased.

Please indicate on your remittance the bill numbers to which the payment is to be applied.

Thank you for your business!



Please detach this portion and return with your payment.

Remittance Advice

Billed Customer #	Bill Number	Bill Date	Amount Due
C001077	BP64023637A	3/31/2026	\$87.77 USD

BILL TO:

Cypress Bluff Community Development
Marcy Pollicino
475 W Town PL
Suite 114
SAINT AUGUSTINE, FL 32092

PLEASE SEND PAYMENT TO:

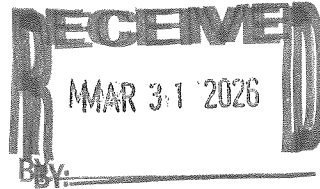
Proforma
P.O. Box 640814
Cincinnati, OH 45264-0814

Sun State Nursery & Landscaping, LLC
9362 Philips Hwy.
Jacksonville, FL 32256

Maintenance Invoice

Invoice#: 18068

Date: 03/30/2026



Billed To: Cypress Bluff CDD 2
GMS
475 West Town Place Ste 114
St. Augustine FL 32092

For: E-Town Property

For requests and inquiries please contact service@sunstatenursery.com

Description	Quantity	Price	Ext Price	Sales Tax
Replace backflush valves	1.00	3,071.00	3,071.00	

Mail all checks payable to Sun State Nursery & Landscaping, LLC

9362 Phillips Highway
Jacksonville FL 32256
(904) 260-0811

If you have any questions concerning this invoice,
please contact Sheri Horne @ accounting@sunstatenursery.com

Amount Due	3,071.00
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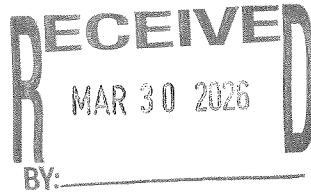
THANK YOU FOR YOUR BUSINESS!!

Sun State Nursery & Landscaping, LLC
9362 Phillips Hwy.
Jacksonville, FL 32256

Maintenance Invoice

Invoice#: 18069

Date: 03/30/2026



Billed To: Cypress Bluff CDD 2
GMS
475 West Town Place Ste 114
St. Augustine FL 32092

For: E-Town Property

For requests and inquiries please contact service@sunstatenursery.com

Description	Quantity	Price	Ext Price	Sales Tax
Pump Service Removed, cleaned and replaced 12 filters	1.00	2,500.00	2,500.00	

Mail all checks payable to Sun State Nursery & Landscaping, LLC

9362 Phillips Highway
Jacksonville FL 32256
(904) 260-0811

If you have any questions concerning this invoice,
please contact Sheri Horne @ accounting@sunstatenursery.com

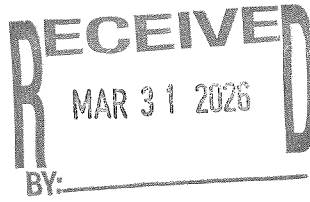
Amount Due	2,500.00
-------------------	-----------------

THANK YOU FOR YOUR BUSINESS!!



Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202



Invoice # 431462
Date 04/01/2026
Terms
Due Date 05/01/2026
Memo Monthly Fees

Bill To
James Perry, CPA
Cypress Bluff CDD
c/o GMS LLC
475 West Town Place, Suite 114
St. Augustine FL 32092

Description	Quantity	Rate	Amount
Amenity Manager	1	11,169.25	11,169.25
Facility Attendant	1	8,208.33	8,208.33
Pool Maintenance	1	847.67	847.67
Janitorial	1	1,111.58	1,111.58
Maintenance	1	1,782.25	1,782.25
Pool Chemicals	1	1,429.00	1,429.00

Total 24,548.08

Aldridge & Sons Plumbing Contractors, Inc
 PO Box 600921
 Jacksonville, FL 32260-0921
 USA
 +19042873855

Invoice



BILL TO Cypress Bluff CDD 475 West Town Place St Augustine, FL	RECEIVED APR 03 2026 BY: _____	SHIP TO Cypress Bluff CDD eTown 10571 eTown Parkway Jacksonville, FL 32256
---	---	--

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2026-62852C	04/02/2026	\$262.00	05/02/2026	Net 30	

SERVICE TECHNICIAN
 Jeremy Watts

DATE		DESCRIPTION	QTY	RATE	AMOUNT
03/31/2026	14 Plumbing Commercial	Ticket: Sink in women's ADA stall not working (Amenities Center)			
03/31/2026	14 Plumbing Commercial	Found women's ADA sink faucet sensor stopped working. Removed and replaced batteries, reset sensor and tested	1	262.00	262.00

BALANCE DUE

\$262.00

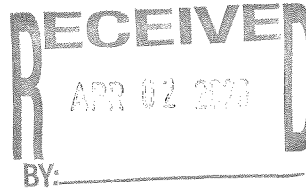
All invoices are due upon receipt, If not paid in full within 30 days thereafter, then interest will accrue on the unpaid portion at 18% per annum and you agree to reimburse costs and attorney's fees, incurred in the collection of unpaid portion.

Governmental Management Services, LLC
 475 West Town Place, Suite 114
 St. Augustine, FL 32092

Invoice

Invoice #: 112
Invoice Date: 4/1/26
Due Date: 4/1/26
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 -April 2026		4,831.17	4,831.17
Website Administration - April 2026		122.92	122.92
Information Technology - April 2026		245.75	245.75
Dissemination Agent Services - April 2026		664.08	664.08
Office Supplies		0.90	0.90
Postage		248.80	248.80
Copies		118.35	118.35
Telephone		12.27	12.27
		Total	\$6,244.24
		Payments/Credits	\$0.00
		Balance Due	\$6,244.24

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Check Remit To:

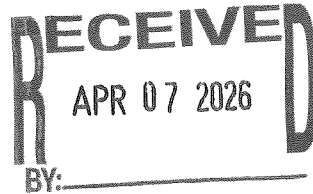
Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Federal ID 47-0597598

April 6, 2026



Reference: Invoice No. 3728584

Client Matter No. 4123-1

Notification Email: eftgroup@kutakrock.com

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

Invoice No. 3728584
4123-1

Re: General Counsel

For Professional Legal Services Rendered

01/02/26	J. Gillis	0.10	20.00	Prepare tracking chart for fiscal year 2027 budget adoption, audit acceptance and meeting schedule adoption
01/02/26	H. Hurley	2.40	636.00	Prepare map depicting maintenance requirements
01/03/26	G. Lovett	0.30	84.00	Monitor legislative process relating to matters impacting special districts
01/08/26	K. Buchanan	0.40	148.00	Confer with district manager and general manager regarding landscaping and ownership
01/13/26	K. Buchanan	0.20	74.00	Confer with district manager and general manager
01/26/26	K. Buchanan	0.40	148.00	Prepare for board meeting
01/27/26	K. Buchanan	1.20	444.00	Prepare for and attend board meeting
02/03/26	K. Buchanan	0.50	185.00	Perform meeting follow up
02/07/26	L. Whelan	0.30	115.50	Monitor legislative process relating to matters impacting special districts
02/23/26	K. Buchanan	0.20	74.00	Review audit responses
02/23/26	J. Gillis	0.40	80.00	Coordinate response to auditor letter

KUTAK ROCK LLP

Cypress Bluff CDD

April 6, 2026

Client Matter No. 4123-1

Invoice No. 3728584

Page 2

02/24/26	K. Buchanan	0.90	333.00	Prepare for and attend board meeting
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TOTAL HOURS	7.30			
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TOTAL FOR SERVICES RENDERED				\$2,341.50
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DISBURSEMENTS

Reproduction Costs			1.60	
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TOTAL DISBURSEMENTS				<u>1.60</u>
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TOTAL CURRENT AMOUNT DUE				<u>\$2,343.10</u>
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SOUTHEAST FITNESS REPAIR

14476 Duval Place West #208
Jacksonville, FL 32218
(904) 683-1439

Office@SoutheastFitnessRepair.com

Invoice

DATE	04/06/2026
INVOICE#	2677
TERMS	NET 30
DUE DATE	05/06/2026

BILL TO
Cypress Bluff Etown Amenity Center 10571 E Town Pkwy Jacksonville FL 32256 (904) 422-5294

SERVICE LOCATION
Cypress Bluff Etown Amenity Center 10571 E Town Pkwy Jacksonville FL 32256 (904) 422-5294

JOB#	DATE	PO/REF#	DESCRIPTION
107436	04/06/2026	2026 PM	2026 PM
Completion Notes: All equipment service and inspected One issue reported was the FTS Glide Cable Is starting to Strip recommend replacing cable			
Precor FTS Glide Machine S/N: BBP3D19210049			

Job Charges	Qty	Rate	Total
Q-PM: Treadmill	4.00	\$33.00	\$132.00
Q-PM: Elliptical, Cross-trainer, ARC, AMT	2.00	\$33.00	\$66.00
Q-PM: Spin Bike, Rowing Machine	4.00	\$22.00	\$88.00
Q-PM: Multi-Station	2.00	\$18.00	\$36.00
Q-PM: Single-Station	3.00	\$13.00	\$39.00
Q-PM: Dumbbell Set, Weight Set	2.00	\$12.00	\$24.00
Travel <60 miles	1.00	\$90.00	\$90.00
Job Subtotal			\$475.00
Job Total			\$475.00

PRE-WORK SIGNATURE

RECEIVED
APR 07 2026

BY: _____

POST-WORK SIGNATURE

04/06/2026 02:36 pm

Signed By: _____

Signed By: Marcy Pollicino

CUSTOMER MESSAGE

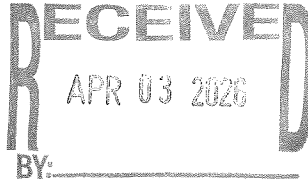
Invoice Total:	\$475.00
Deposits (-):	\$0.00
Payments (-):	\$0.00
Total Due:	\$475.00

Sun State Nursery & Landscaping, LLC
9362 Philips Hwy.
Jacksonville, FL 32256

Maintenance Invoice

Invoice#: 18094

Date: 04/03/2026



Billed To: Cypress Bluff CDD 2
GMS
475 West Town Place Ste 114
St. Augustine FL 32092

For: E-Town Area 1

For requests and inquiries please contact service@sunstatenursery.com

Description	Quantity	Price	Ext Price	Sales Tax
April Landscape Maintenance				
Phase 1 Balance	1.00	4,218.92	4,218.92	
Phase 2	1.00	14,210.08	14,210.08	
Recharge	1.00	3,320.00	3,320.00	
Apex	1.00	1,600.00	1,600.00	
Glenmont	1.00	2,200.00	2,200.00	

Mail all checks payable to Sun State Nursery & Landscaping, LLC

9362 Phillips Highway
Jacksonville FL 32256
(904) 260-0811

If you have any questions concerning this invoice,
please contact Sheri Horne @ accounting@sunstatenursery.com

Amount Due	25,549.00
-------------------	------------------

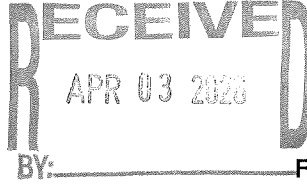
THANK YOU FOR YOUR BUSINESS!!

Sun State Nursery & Landscaping, LLC
9362 Philips Hwy.
Jacksonville, FL 32256

Maintenance Invoice

Invoice#: 18095

Date: 04/03/2026



Billed To: Cypress Bluff CDD 2
GMS
475 West Town Place Ste 114
St. Augustine FL 32092

For: E-Town Area 2

For requests and inquiries please contact service@sunstatenursery.com

Description	Quantity	Price	Ext Price	Sales Tax
April Landscape Maintenance	1.00	1,808.08	1,808.08	

Mail all checks payable to Sun State Nursery & Landscaping, LLC

9362 Phillips Highway
Jacksonville FL 32256
(904) 260-0811

If you have any questions concerning this invoice,
please contact Sheri Horne @ accounting@sunstatenursery.com

Amount Due	1,808.08
-------------------	-----------------

THANK YOU FOR YOUR BUSINESS!!

Sun State Nursery & Landscaping, LLC
9362 Philips Hwy.
Jacksonville, FL 32256

Maintenance Invoice

Invoice#: 18096

Date: 04/03/2026



Billed To: Cypress Bluff CDD 2
GMS
475 West Town Place Ste 114
St. Augustine FL 32092

For: E-Town Area 3

For requests and inquiries please contact service@sunstatenursery.com

Description	Quantity	Price	Ext Price	Sales Tax
April Landscape Maintenance	1.00	6,720.00	6,720.00	

Mail all checks payable to Sun State Nursery & Landscaping, LLC

9362 Phillips Highway
Jacksonville FL 32256
(904) 260-0811

If you have any questions concerning this invoice,
please contact Sheri Horne @ accounting@sunstatenursery.com

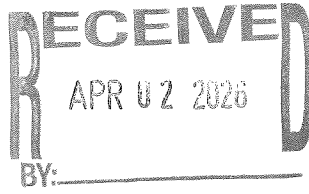
Amount Due	6,720.00
-------------------	-----------------

THANK YOU FOR YOUR BUSINESS!!



Neal Pomerantz
257 W. Silverthorn Lane
Ponte Vedra, FL. 32081

Bill To:
**E-Town | Cypress
Bluff Community
Development District**



Ship To:
**OK to pick up check
on the day of
performance**

INVOICE

0008989

Date: May 25, 2026
Payment Terms: check
Due Date: May 25, 2026
PO Number: n/a
Balance Due: \$600.00

Item	Quantity	Rate	Amount
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Performance Memorial Day 11am - 2pm	1	\$600.00	\$600.00
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Subtotal: \$600.00
Tax (0%): \$0.00
Total: \$600.00

Notes:
HI Marcy. We are OK to pick up on the day of performance. Thank you!

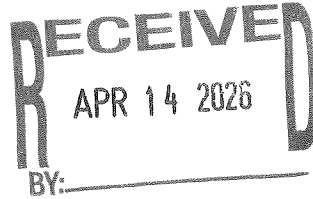
Terms:
OK to pick up check on the day of performance



Investment Painting of North FL

Cypress Bluff CDD Amenity Center
 Recharge Amenity Center eTown
 10571 E-Town Parkway
 Jacksonville, FL 32256

☎ (904) 710-9348
 ✉ Recharge@etownjax.com



JOB	#4268
INVOICE	#4268
SERVICE DATE	Apr 14, 2026
INVOICE DATE	Aug 28, 2025
PAYMENT TERMS	Upon receipt
DUE DATE	Aug 28, 2025
AMOUNT DUE	\$5,502.27

CONTACT US

229 South Torwood Drive
 Saint Johns, FL 32259

☎ (904) 307-6649
 ✉ Investmentpaintingfl@yahoo.com

INVOICE

Services	qty	unit price	amount
Commercial Exterior Paint Estimate Drip edges and louvers amenity center. Pressure wash areas prior to painting. Paint drip edge around building and louvers around building with Sherwin Williams Pro Industrial Multi Surface Acrylic coating Mask off areas areas to avoid overspray Application will be a spray finish to give a factory like finish Price includes labor materials and taxes.	1.0	\$2,765.00	\$2,765.00
Exterior Painting Estimate Steps on staircase Sand down rust spot and apply ospho rust reformer to convert rust to a paintable surface. Apply Sherwin Williams rust destroyer primer to surface where rust is/ was Paint stairs with Sherwin Williams Protective and Marine coating sherloxane 800 coating. Price includes labor materials and taxes.	1.0	\$6,800.00	\$6,800.00
Price increase adjustment upcoming year for line item above. Price increase from estimate	1.0	\$204.00	\$204.00
Concrete Sealer on Steps Estimate Pressure wash and seal concrete on steps facing upward with top of the line sealer trident Seal Wall that will repel water off Advanced Reactive Chemistry For Ultimate Surface Protection Guards Against Water, Salt & Freeze/Thaw Damage Price includes labor, materials and taxes.	1.0	\$1,685.00	\$1,685.00
Price increase adjustment upcoming year Price increase from estimate provided in 2025 to 2026	1.0	\$50.55	\$50.55

Subtotal	\$11,504.55
Job Total	\$11,504.55
Amount Due	\$5,502.27

Payment History

May 22	Thu 1:26pm	Check	\$500.00
Jan 20	Tue 3:48pm	Check	\$5,502.28
			\$6,002.28

We will match or beat a written formal estimate from a reputable, licensed and insured company with proof of estimate!

To accept our estimate and schedule a start date please simply press the accept button on the email you received! You will then receive an invoice for your deposit of \$500.00 for each service/job for approved services that you have agreed to. At that time you will receive a TENTATIVE START WEEK for your approved job. For larger residential jobs, deposits may be subjected to a higher deposit. This pertains to residential clients only. All commercial clients please see our terms and conditions regarding deposits amounts and procedures. These terms and conditions are subject to change at any time.

Please see our terms and Conditions for Agreements, Payment Schedules, Scheduling, Cancellation policies and more.

Like us on Facebook! Write us a review on Facebook, Nextdoor & Our Website!
Thank you for your Business!

See our Terms & Conditions



INVOICE

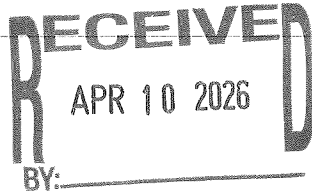
For: CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT 475 WEST TOWN PLACE, SUITE 114 WORLD GOLF VILLAGE ST. AUGUSTINE, FL 32092 United States

Invoice Number: 00252-26-0117424 Invoice Date: Apr 3, 2026 Due Date: May 4, 2026

From: The Bank of New York Mellon Trust Company, National Association 333 South Hope Street Los Angeles, CA, 90071 United States

Cycle Date: Apr 1, 2026 Legacy Ref#: CYPBLUFF2020 Currency: USD

INVOICE



Total Payable Amount: 4,000.00 USD

Current Period Subtotal: 4,000.00 USD Current Period Tax: 0.00 USD Current Period Total: 4,000.00 USD Satisfied to Date: 0.00 USD Balance Due: 4,000.00 USD

Terms: Payable upon receipt. Please reference the invoice and account number with your remittance. Our Tax ID Number is 95-3571558. Please fax Taxpayer Certification requests to (732) 667-9576. The Bank of New York Mellon Trust Company, N.A is located at 333 South Hope Street, Los Angeles, CA, 90071, United States.

Check Payment Instructions: The Bank of New York Mellon Corporate Trust Department P.O. Box 392013 Pittsburgh, PA 15251-9013 Please enclose billing stub.

If you have any queries with respect to this invoice, please contact the Client Service Representative below:

Client Service Rep: Avani Padaliya

avani.adaliya@bny.com



Details for Cypress Bluff Community Development District Special Assessment Bonds, Series 2020

	Quantity	Rate	Proration	Subtotal	Total (USD)
Flat					
Trustee					
Annual Fee					4,000.00
For the period: Apr 1, 2026 to Mar 31, 2027					
Flat Fee		4,000.00		4,000.00	
Total					4,000.00

If you have any queries with respect to this invoice, please contact the Client Service Representative below:

Client Service Rep: Avani Padaliya

✉ avani.adaliya@bny.com



Invoice Number: 00252-26-0117424

Billing Stub

CYPRESS BLUFF COMMUNITY
DEVELOPMENT DISTRICT

Invoice Number: 00252-26-0117424
Account Number: [REDACTED]
Invoice Date: Apr 3, 2026
Cycle Date: Apr 1, 2026

If you have any queries with respect to this invoice, please contact the Client Service Representative below:

Client Service Rep: Avani Padaliya

✉ avani.adaliya@bny.com



PAYMENT ADDRESS:
 Turner Pest Control LLC • P.O. Box 600323 • Jacksonville, Florida 32260-0323
 904-355-5300 • Toll Free: 800-225-5305 • turnerpest.com

Turner Pest Control LLC
 PO Box 600323
 Jacksonville, FL 32260-0323
 904-355-5300

Service Slip/Invoice

INVOICE:	622066739
DATE:	04/09/2026
ORDER:	622066739

BILL TO: [415357]
 Cypress Bluff CDD
 475 W Town Pl
 Suite 114
 Saint Augustine, FL 32092

Work Location: [415357] 904-710-9348
 Recharge at E-Town Amenity Center
 10571 E-Town Pkwy
 Jacksonville, FL 32256-5841

RECEIVED

APR 10 2026

BY: _____

Work Date	Time	Target Pest	Technician	Time In
04/08/2026	04:20 PM	FIRE ANT		04:20 PM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	04/08/2026		07:21 AM

Service	Description	Price
LANDOFA	TURNERGREEN - GUARANTEED FIRE ANT CONTROL	\$144.94
		SUBTOTAL \$144.94
		TAX \$0.00
		AMT. PAID \$0.00
		TOTAL \$144.94
		AMOUNT DUE \$144.94

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

Thereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

PLEASE PAY FROM THIS INVOICE

© 2025 Turner Pest Control LLC. All rights reserved.

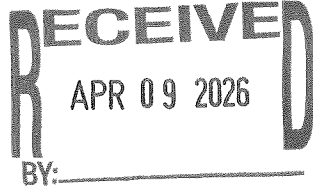


Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 431930
Date 03/31/2026
Terms
Due Date 05/01/2026
Memo

Bill To
Cypress Bluff CDD
c/o GMS LLC
475 West Town Place, Suite 114
St. Augustine FL 32092



Description	Quantity	Rate	Amount
Billable Expenses			
Marcy Pollicino - 2026-03-19 - COSTCO WHSE #0357 - Vodka for egg hunt event.			27.93
Marcy Pollicino - 2026-03-09 - COSTCO WHSE#1615 - Housekeeping gloves			27.67
Total Billable Expenses			55.60
		Total	55.60

TAX

1.95

**** TOTAL

~~27.93~~

XXXXXXXXXXXX2782

CHIP Read

AID: A0000000031010

Seq# 99577 App#: S16996

Visa Resp: APPROVED

Tran ID#: 607700099577...

APPROVED - Purchase

AMOUNT: \$27.93

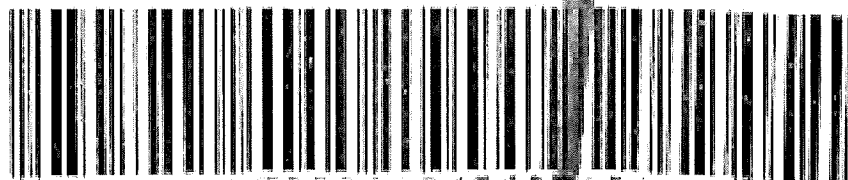
03/18/2026 12:42 357 99 84 23

Visa	27.93
CHANGE	0.00

A 7.500% TAX	1.95
TOTAL TAX	1.95

TOTAL NUMBER OF ITEMS SOLD = 2

~~03/18/2026~~ 12:42 357 99 84 23



21035709900842603181242

OP#: 23 Name: DEREK L.

Thank You!

Please Come Again

Whse:357 Trn:99 Trn:84 OP:23

1241492 L GLOVES 12.99 A
1241492 L GLOVES 12.99 A
SUBTOTAL 25.98
TAX 1.95
**** TOTAL ██████████

XXXXXXXXXXXX2782 H
CID: A0000000031010
Seq# 6824 APP#: S15162
/isa Resp: APPROVED
tran ID#: 609400006824....

APPROVED - Purchase
AMOUNT: \$27.93
04/04/2026 13:52 357 6 175 805

Visa 27.93
CHANGE 0.00

A 7.500% TAX 1.95
TOTAL TAX 1.95
TOTAL NUMBER OF ITEMS SOLD = 2
~~04/04/2026~~ 13:53 357 6 175 805

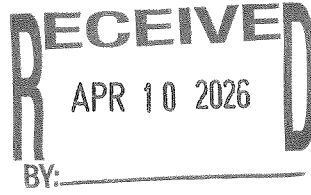


21035700601752604041353

#: 805 Name: Chad W

Wipes LLC

PO Box 324
Northville, MI 48167
sales@wipes.com
www.wipes.com



INVOICE

BILL TO	SHIP TO	SHIP DATE	04/10/2026	INVOICE	23519
Cypress Bluff CDD - Jacksonville FL	Cypress Bluff CDD - Jacksonville FL	SHIP VIA	UPS	DATE	04/10/2026
475 West Town Place	ReCHARGE Amenity Center			TERMS	Due on receipt
Suite 114	10571 eTown Parkway			DUE DATE	04/10/2026
St Augustine, FL 32092	Jacksonville, FL 32256				

	DESCRIPTION	QTY	RATE	AMOUNT
Wipes.com Disinfectant Wipes Case	One (1) Case - Four (4) - 800 count rolls of EPA registered disinfecting wipes	2	98.96	197.92
Shipping	Freight Cost	1	32.78	32.78

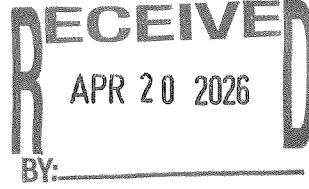
INVOICE # MUST APPEAR ON ALL EFT & CHECK PAYMENTS.

SUBTOTAL	230.70
TAX	0.00
TOTAL	230.70
BALANCE DUE	\$230.70

Pay invoice

INVOICE
299-105151

fastsigns.com/299



Completed Date: 4/14/2026

Payment Terms: Net 30

Payment Due Date: 5/14/2026

Created Date: 4/1/2026

DESCRIPTION: eTown BLVD Banners and Install

Bill To: Cypress Bluff Community Development
475 W. Town Place
Suite 114
St. Augustine, FL 32092
US

Installed: Cypress Bluff Community Development
Marcy Pollicino
475 W. Town Place
Suite 114
St. Augustine, FL 32092
US

Ordered By: Marcy Pollicino
Email: recharge@etownjax.com
Work Phone: (904) 527-1081
Tax ID: 85-8017634330C-2

Salesperson: Dominic Byrne
Entered By: Dominic Byrne

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	Boulevard Banners	10	\$183.99	\$0.00	\$1,839.90
1.1	Premium Banner - Sew 4 Sides With Pole Pockets Top and Bottom (BOULEVARD BANNERS) Part Qty: 1 Width: 18.00" Height: 60.00" Sides: 2				
2	Installation	10	\$61.875	\$0.00	\$618.75
2.1	IN HOUSE INSTALLATION - Part Qty: 1				

Subtotal:	\$2,458.65
Taxable Amount:	\$0.00
Taxes:	\$0.00
Grand Total:	\$2,458.65
Amount Paid:	\$0.00
BALANCE DUE:	\$2,458.65
<i>Credit Card Surcharge:</i>	3.00%
<i>Balance Due with Surcharge:</i>	\$2,532.41

Thank you for your business.
This FASTSIGNS location is independently owned and operated.



INVOICE

Hardwick Fence LLC

PO Box 3043

St Augustine, FL 32085

(904) 599-8644

accounting@hardwickfence.com

BILL TO:

Recharge at eTown Amenity
Center c/o Vesta Property
Services
245 Riverside Ave
Suite 300
Jacksonville, FL 32202

SHIP TO:

Recharge at eTown Amenity
Center
10571 E-Town Pkwy
Jacksonville, FL 32256

P.O. Number: **Job #3894 -
Full Amount**

Sales Rep: **Abby**

sales3:

Invoice No: **157188**

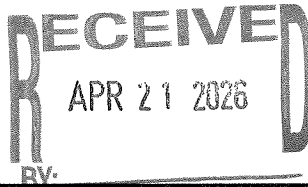
Status: **Open**

Invoice Date: **4/21/2026**

Due Date: **4/21/2026**

Total Card: **\$386.06**

Total ACH: **\$375.00**



Product/Service	Quantity	Unit Price CARD / ACH	Total CARD / ACH
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Job #3894

Site-Unseen Estimate per Client
Pictures Provided: Replace One
Damaged Section of Existing 4'H
Black 8ga Chain Link Wire. New
Section of Wire to be Woven into
Existing Wire.

1.00

\$386.06 / \$375.00

\$386.06 / \$375.00

	Card	ACH
Subtotal:	\$386.06	\$375.00
Tax:	\$0.00	\$0.00
Invoice Amount:	\$386.06	\$375.00
Previous Payment(s):	\$0.00	
Amount Due (USD)	\$386.06	\$375.00

Thank you for doing business with us!

Jacksonville Daily Record

A Division of

DAILY RECORD & OBSERVER, LLC

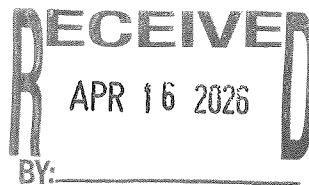
P.O. Box 2177
Jacksonville, FL 32203
(904) 356-2466

INVOICE

April 16, 2026

Date

Attn: Courtney Hogge
GMS, LLC
475 West Town Place, Ste 114
Saint Augustine FL 32092



Serial #	<u>26-02068D</u>	PO/File #	_____	\$103.50
				Payment Due

Notice of Meeting of the Board of Supervisors

\$103.50

Publication Fee

Cypress Bluff Community Development District

Case Number	_____	Amount Paid
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Publication Dates 4/16

Payment Due Upon Receipt
For your convenience, you may remit payment online at www.jaxdailyrecord.com/send-payment.

County Duval

If your payment is being mailed, please reference Serial # 26-02068D on your check or remittance advice.

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

Your notice was published on both jaxdailyrecord.com and floridapublicnotices.com.

Terms: Net 30 days from date of invoice. Past due items will accrue a finance charge of 1.5% per month thereafter.
Please remit any payment due upon receipt of this invoice.

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 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 ("Meeting") of the Board of Supervisors ("Board") on Tuesday, April 28, 2026, at 12:30 p.m. at the Pablo Creek Regional Library, 13295 Beach Boulevard, Jacksonville, Florida 32246, where the Board may consider any business that may properly come before it.

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 ("District Manager's Office") during normal business hours, and will be available on the District's website, www.CypressBluffCDD.com.

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.

Matt Biagetti
District Manager

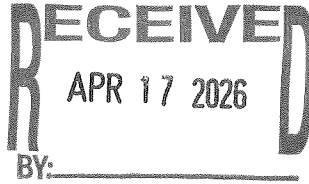
Apr. 16 oo (26-02068D)

Sun State Nursery & Landscaping, LLC
9362 Philips Hwy.
Jacksonville, FL 32256

Maintenance Invoice

Invoice#: 18143

Date: 04/17/2026



Billed To: Cypress Bluff CDD 2
GMS
475 West Town Place Ste 114
St. Augustine FL 32092

For: E-Town Property

For requests and inquiries please contact service@sunstatenursery.com

Description	Quantity	Price	Ext Price	Sales Tax
Irrigation Repairs				
Replace 6" Spray Head	2.00	30.00	60.00	
Replace 12" Spray Head	1.00	35.00	35.00	
Replace clogged/damaged nozzles	7.00	5.00	35.00	
Repair lateral line breaks	2.00	125.00	250.00	
Replace stuck valve	1.00	500.00	500.00	

Mail all checks payable to Sun State Nursery & Landscaping, LLC

9362 Phillips Highway
Jacksonville FL 32256
(904) 260-0811

If you have any questions concerning this invoice,
please contact Sheri Horne @ accounting@sunstatenursery.com

Amount Due	880.00
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THANK YOU FOR YOUR BUSINESS!!