

*Cypress Park Estates
Community Development District*

Agenda

January 26, 2021

AGENDA

Cypress Park Estates

Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

January 19, 2021

**Board of Supervisors
Cypress Park Estates
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Cypress Park Estates Community Development District** will be held **Tuesday, January 26, 2021 at 11:30 AM at 1925 US Hwy 98 S., Suite 201, Lakeland, FL 33801.**

Call-In Information: 1-646-876-9923

Meeting ID: 957 6802 9501

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers may submit questions and comments to the District Manager prior to the beginning of the meeting via email at jburns@gmscfl.com)
3. Approval of Minutes of the November 9, 2020 Board of Supervisors Meeting
4. Consideration of Resolution 2021-03 Ratifying Series 2020 Bonds
5. Consideration of Disclosure of Public Financing
6. Consideration of Proposal from Stewart & Associates for Landscaping Installation
7. Consideration of Proposal from Pennoni to Perform Professional Surveying Services for Platting of Phase 1
8. Consideration of Memorandum from Hopping, Green & Sams Regarding E-Verify Requirements
9. Ratification of 2021 Data Sharing and Usage Agreement with Polk County Property Appraiser
10. Ratification of Contract Agreement with Polk County Property Appraiser
11. Staff Reports
 - A. Attorney

¹ Comments will be limited to three (3) minutes

- B. Engineer
- C. District Manager's Report
 - i. Approval of Funding Request #6
 - ii. Balance Sheet & Income Statement
 - iii. Ratification of Summary of Series 2020 AA1 Requisitions #1 to #14;
#16
 - iv. Ratification of Change Order #1 from Jon M. Hall Company
 - v. Ratification of External Change Order Addendum #1A from Blue Ox
- 12. Other Business
- 13. Supervisors Requests and Audience Comments
- 14. Adjournment

MINUTES

**MINUTES OF MEETING
CYPRESS PARK ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Cypress Park Estates Community Development District was held **Monday, November 9, 2020** at 11:00 a.m. at 1925 US Hwy 98 S., Suite 201, Lakeland, FL.

Present and constituting a quorum:

Scott Shapiro *via phone*
Allan Keen
Hyzens Marc
Steve Rosser

Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Sarah Warren *via phone*
Emma Gregory *via phone*
Rodney Gadd
Ashton Bligh *via phone*

District Manager, GMS
Hopping Green & Sams
Hopping Green & Sams
Engineer
GT Law

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. There were three supervisors physically present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns noted that no members of the public were present to provide comments.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the October 27,
2020 Board of Supervisors and Audit
Committee Meeting**

Ms. Burns asked for any questions, comments, corrections to the October 27, 2020 meeting minutes. The Board had no changes.

On MOTION by Mr. Keen, seconded by Mr. Rosser, with all in favor, the Minutes of the October 27, 2020 Board of Supervisors Meeting and Approval of the October 27, 2020 Audit Committee Meeting, were approved.

FOURTH ORDER OF BUSINESS

Presentation of Supplemental Engineer’s Report

Mr. Gadd stated that it has not changed since the previous presentation.

On MOTION by Mr. Rosser, seconded by Mr. Keen, with all in favor, the Supplemental Engineer’s Report, was approved.

FIFTH ORDER OF BUSINESS

Presentation of Supplemental Assessment Methodology (Series 2020, AA1 and AA2)

Ms. Burns stated this report had changed a little. It is based on the final pricing that was circulated. The rest of the items are the same. Ms. Burns explained that the Supplemental Methodology supplements the Master Assessment Methodology that was issued in December of 2019. This assessment report allocates the debt to the properties based on the benefits that they receive from the Phase 1 and Phase 2 capital improvements. She reviewed the breakdown and tables attached to the agenda.

On MOTION by Mr. Rosser, seconded by Mr. Marc, with all in favor, the Supplemental Assessment Methodology (Series 2020, AA1 and AA2), was approved.

SIXTH ORDER OF BUSINESS

Presentation of Supplemental Assessment Resolutions (Series 2020, AA1 and AA2)

A. Consideration of Resolution 2021-01 Supplemental Assessment Resolution (Series 2020 AA1)

Ms. Burns stated that this resolution is for Assessment Area 1. It sets forth the terms of the bonds issued by the District and applies the adopted Special Assessment Methodology that was discussed above to the actual scope of the project to be completed with the series of bonds and the terms of this bond issue. She noted the bond pricing was attached as an exhibit.

On MOTION by Mr. Keen, seconded by Mr. Marc, with all in favor, Resolution 2021-01 Supplemental Assessment Resolution (Series 2020 AA1), was approved.

B. Consideration of Resolution 2021-02 Supplemental Assessment Resolution (Series 2020, AA2)

Ms. Burns stated this is the exact same thing as above but for Assessment Area 2 bonds. She noted the terms of the bond issuance are attached to the resolution, but the resolution is the same.

On MOTION by Mr. Rosser, seconded by Mr. Marc, with all in favor, Resolution 2021-01 Supplemental Assessment Resolution (Series 2020 AA2), was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Series 2020 Developer Agreements (AA1)

Ms. Burns stated items 7 and 8 are the exact same sets of agreements. One is for Assessment Area 1 and one is for Assessment Area 2. The explanations will be the same for both.

A. Acquisition Agreement

Ms. Burns stated this is KRPC East Johnson, LLC and in order to not delay the commencement of the development of the project the landowner has previously advanced funds or completed certain work. This agreement states that the District would like to acquire any of those portions of work that were incomplete or accept assignment of any agreements related to the project.

Mr. Shapiro confirmed this is consistent with previous issuances and what has been seen so far on draft documents. Ms. Warren stated that these are very standard documents for any CDD issuance of bonds. She stated one motion can be done for Assessment Area 1 documents and then one motion for Assessment Area 2 documents.

B. Completion Agreement

Ms. Burns stated this is also KRPC East Johnson, LLC but the landowner requested that the District limit the amount of Assessment Area 1 and Assessment Area 2 bonds that are going to be issued until the landowner agrees to provide the funds to the District to complete the portion of

the Assessment Area 1 or Assessment Area 2 project that's set forth in the engineers report. This will not be funded with the proceeds of that series of bonds.

C. Collateral Agreement

Ms. Burns stated this is also with KRPC East Johnson, LLC and in the event of default of the payment of the Assessment Area 1 special assessments or Assessment Area 2 that the developer will assign certain development rates in order for it to enable the District or a 3rd party to complete the development of the Assessment Area 1 projects.

D. True-Up Agreement

Ms. Burns stated this agreement outlines that the landowner and the District desire to enter into an agreement to confirm the landowners intent and obligation if required to make a true up payment related to the Assessment Area 1 or Assessment Area 2 special assessments.

E. Declaration of Consent

Ms. Burns stated this agreement states that the landowner confirms and agrees that all the proceeding undertaken by the District have been in compliance with Florida Law and that the District has taken all action necessary to levy and impose the Assessment Area 1 special assessments or Assessment Area 2 special assessments and that the assessments are legal, valid, and binding and force liens upon the assessment area.

F. Notice of Assessment Area 1 Special Assessments

Ms. Burns stated this is a document that will be recorded to notify potential property owners of the assessments on the property.

On MOTION by Mr. Keen, seconded by Mr. Rosser, with all in favor, the Series 2020 Developer Agreements (AA1), was approved.

Ms. Warren noted for the record that the District doesn't deal directly with the builder. Documents and recordings can be found in title searches.

EIGHTH ORDER OF BUSINESS

Consideration of Series 2020 Developer Agreements (AA2)

- A. Acquisition Agreement**
- B. Completion Agreement**
- C. Collateral Agreement**
- D. True-Up Agreement**
- E. Declaration of Consent**
- F. Notice of Assessment Area 2 Special Assessments**

The agreements were the same as explained above but for Assessment Area 2

On MOTION by Mr. Rosser, seconded by Mr. Keen, with all in favor, the Series 2020 Developer Agreements (AA2), was approved.

NINTH ORDER OF BUSINESS

Consideration of Temporary Construction and Access Easement Agreement

Ms. Burns stated that Sarah is working on drafting this. It is an agreement that the District will enter into with the landowner that will allow the District to complete the construction that is outlined in the engineers report. It allows access to the property.

Ms. Warren stated the plan is to have an easement over both Phases 1 and 2. She noted once the District’s construction is complete the easement by its own terms terminates.

On MOTION by Mr. Rosser, seconded by Mr. Marc, with all in favor, the Temporary Construction and Access Easement Agreement and Authorization for the Chair to sign the Agreement, was approved.

TENTH ORDER OF BUSINESS

Assignments of Contracts from KRPC East Johnson, LLC to Cypress Park Estates CDD

- A. Blue Ox**
- B. Jon M. Hall Company, LLC**
- C. Transportation Infrastructure Improvement**
- D. Haines City Wastewater System**

Ms. Burns stated items A and B are construction contracts. Items C and D are in the agenda package. She noted Sarah is drafting the assignment agreement and once those are executed, they will be looking for authority for the Chair to execute the actual assignments for the contracts that are being signed.

Ms. Warren confirmed that one motion was fine. She also stated that the Chair or Vice Chair can be authorized to execute on behalf of the district. Ms. Warren understands that there are some very specific terms to work through and part of the reason for authorizing the Chair or Vice Chair to execute those assignment packages once complete, is so that they can be reviewed.

On MOTION by Mr. Keen, seconded by Mr. Rosser, with all in favor, the Assignments of Contracts from KRPC East Johnson, LLC to Cypress Park Estates CDD, was approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Warren had nothing specific. Executive orders are being monitored and she is hoping for a reinstatement of the quorum waiver. She noted she will keep everyone posted.

B. Engineer

There being none, the next item followed.

C. District Manager’s Report

Ms. Burns had nothing additional. The preclosing was on Thursday and all the bond documents were signed. It will be funded on the 12th. She noted US Bank processes all the payments directly to the payee. All the general fund expenses come from the GMS office, and all the construction funds comes from the trustees account at US Bank.

TWELTH ORDER OF BUSINESS

Other Business

Ms. Burns stated there is a meeting scheduled in two weeks on the 24th. No one had any business to discuss and the meeting on November 24th was cancelled.

THIRTEENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

FOURTEENTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

On MOTION by Mr. Rosser, seconded by Mr. Marc, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2021-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020; RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Cypress Park Estates Community Development District (“District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds (Assessment Area 1), Series 2020, in the par amount of \$7,770,000, Special Assessment Bonds (Assessment Area 2 – 2020 Project), Series 2020, in the par amount of \$1,185,000 and (together, the “Series 2020 Bonds”); and

WHEREAS, the District closed on the sale of the Series 2020 Bonds on November 12, 2020; and

WHEREAS, as prerequisites to the issuance of the Series 2020 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2020 Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2020 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2020 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2020 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2020 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 26th day of January, 2021.

ATTEST:

**CYPRESS PARK ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

SECTION V

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

Cypress Park Estates Community Development District
c/o Governmental Management Services – Central
Florida, LLC
219 East Livingston Street
Orlando, Florida 32801

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT**

Board of Supervisors¹

Cypress Park Estates Community Development District

Scott Shapiro
Chairman

Steve Rosser
Assistant Secretary

McKinzie Terrill
Vice Chairman

Allan Keen
Assistant Secretary

Hyzens Marc
Assistant Secretary

Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801

District records are on file at the offices of Governmental Management Services – Central Florida, LLC, and are available for public inspection upon request during normal business hours.

¹ This list reflects the composition of the Board of Supervisors as of December 1, 2020. For a current list of Board Members, please contact the District Manager's office.

TABLE OF CONTENTS

Introduction	3
What is the District and how is it governed?.....	4
What infrastructure improvements does the District provide and how are the improvements paid for?	5
Assessments, Fees and Charges	7
Method of Collection.....	8

CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT

INTRODUCTION

The Cypress Park Estates Community Development District (“District”) is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition of stormwater management systems, on-site and off-site roadway improvements, water reclaim and wastewater systems, parks and recreation facilities, electric and lighting improvements, and landscaping and monumentation. Additionally, it is anticipated that the District will be responsible for the maintenance of the surface water management system, landscaping and hardscaping, and certain recreation facilities.

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT**

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the Cypress Park Estates Community Development District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

What is the District and how is it governed?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes (the “Act”), and established by Ordinance No. 19-1664 enacted by the City Commission of the City of Haines City, Florida, effective as of December 5, 2019. The District encompasses approximately 155.5 acres located entirely within the boundaries of Polk County, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors (the “Board”), the members of which must be residents of the State and citizens of the United States. Board members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when both (i) six years after the initial appointment of Supervisors have passed and (ii) the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Polk County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in a local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State’s open meetings law and are generally subject to the same disclosure requirements as other elected officials under the State’s ethics laws.

**What infrastructure improvements does the District provide
and how are the improvements paid for?**

The District is comprised of approximately 155.5 acres located entirely within unincorporated Polk County, Florida. The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. The public infrastructure necessary to support the District's development program includes, but is not limited to: of stormwater management systems, on-site and off-site roadway improvements, water reclaim and wastewater systems, parks and recreation facilities, electric and lighting improvements, and landscaping and monumentation. These infrastructure improvements are more fully detailed below.

To plan the infrastructure improvements necessary for the District, the District adopted a *Engineer's Report for Capital Improvements* adopted January 28, 2020, as supplemented from time to time, which details the improvements contemplated for the completion of the infrastructure of the District (the "Capital Improvement Plan"). Copies of the Capital Improvement Plan are available for review at the District's office.

These public infrastructure improvements have been or are anticipated to be funded by the District's sale of bonds. On February 26, 2020, the Circuit Court of the State of Florida, in and for Polk County, Florida, entered a Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed \$30,000,000 in Special Assessment Bonds for the funding of the Capital Improvement Plan.

On November 12, 2020, the District issued a series of special assessment bonds for the purposes of financing a portion of the costs of the construction and acquisition of the Capital Improvement Plan. On that date, the District issued its \$7,770,000 Cypress Park Estates Community Development District Special Assessment Bonds, Series 2020 (Assessment Area 1 Project) and \$1,185,000 Special Assessment Bonds, Series 2020 (Assessment Area 2 – 2020 Project) (together, the "Series 2020 Bonds").

A general description of the improvements described in the Capital Improvement Plan is set forth below. The Capital Improvement Plan and the below description are subject to change, so please contact the District's office for the most current description of the improvements and the status of the improvements.

Stormwater Management System

The District will acquire or construct stormwater management facilities consisting of storm conveyance, retention ponds, curbs and gutters, storm inlets, and storm culverts. The proposed stormwater systems will use dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment.

Haines City, Polk County and the Southwest Florida Water Management District ("SWFWMD") regulate the design criteria for the stormwater management system within the District. There are no known natural surface waters within the District. The Federal Emergency Management Agency Flood Insurance Rate Map ("FEMA FIRM") Panel No. 12105C-0380G

demonstrates that the property is located in Flood Zone X. It does not appear that floodplain compensation will be required.

During the construction of stormwater management facilities, the District or its contractors will be required to adhere to a *Stormwater Pollution Prevention Plan* (“SWPPP”) as required by the Florida Department of Environmental Protection. The site contractor will be required to provide the necessary reporting associated with erosion control, maintenance, and any rainfall events during construction.

Water and Wastewater Facilities

The District will acquire or construct a potable water system, inclusive of a water main, gate valves, fire hydrants and appurtenances. The water service provider will be the City of Haines City Public Utilities. The water facilities system will be a "looped" system and will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the lands within the District. A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be eight-inch (8”) diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. Lift stations will transport wastewater flow from the lift stations, via a ten-inch (10”) force main to be constructed along Johnson Avenue.

A reclaimed water system inclusive of mains, gate valves, and appurtenances will be installed for development and will provide irrigation services for District lands. The reclaimed service provider will be the City of Haines City Public Utilities. The reclaimed system will be a “looped” system and will be installed within the proposed public rights-of-way within the District and along Johnson Avenue.

Water, sewer, and reclaim water is not immediately adjacent to the development for connection. The District anticipates construction, acquiring or otherwise providing for the proposed utility extensions pursuant to a utility services agreement with the City of Haines City.

Public Roadway Improvements

The District will acquire or construct roadways throughout the development. The roadways vary in width and provide access to the residential, commercial and recreation components of the community. The public roadway sections are to be fifty-foot (50’) rights-of-way with twenty-four feet (24’) of asphalt and Miami curb of Type F curb and gutter on both sides. The proposed curb is to be two feet (2’) wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement. The proposed Bice Grove Road public roadway section will be designed in accordance with Haines City requirements. The roadways will require signage, including street signs depicting street names and addressing, and pavement markings within the public rights-of-way.

Off-Site Roadway Improvements

The District will acquire or construct the off-site turn lanes at the development entrance. The anticipated improvements include turn lane construction at the intersection of US 17/92 and Baker Dairy Road, the widening of Baker Dairy Road, and turn lane construction at the project entrances on Johnson Avenue. The site construction activities associated with the Capital Improvement Plan are anticipated for completion in the following phases: Phase 1 in 2020; Phase 2 in 2021; and Phase 3 in 2022. Upon completion of each phase of these improvements, inspections and certifications will be obtained from the SWFWMD, the Polk County Health Department, the Florida Department of Environmental Protection, Haines City, and Polk County.

Electric and Lighting

The District will fund the construction of electric and lighting utilities, including electric conduit, transformer/cabinet pads, and electric manholes required by Duke Energy Corporation (“Duke”). The electric distribution system serving the development is currently planned to be underground. The electric facilities funded by the District will be owned and maintained by the District. Duke will provide underground electrical services to the development. The District intends to purchase and install the street lighting along the internal roadways within the District. If the District purchases the street lighting, the District will own, operate, and maintain the street lighting. Alternatively, the District may enter a lease with Duke for street lighting and fund the maintenance services.

Parks and Recreation Improvements

The District will provide funding for an Amenity Center to include the following: parking area, pavilion with restroom facilities, pool, tot lot, dog park/all-purpose play field, and walking trails between the phases to provide connectivity to the Amenity Center, and passive parks throughout the development. All path, parks, and facilities will be available to the general public.

Landscaping, Irrigation and Monumentation

The District will fund, construct, operate and maintain landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the development will be provided by the District. The irrigation system will use reclaimed water. The District will construct or acquire the irrigation reclaimed mains for the various phases of development. The District will operate and maintain the irrigation system. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the development. Perimeter fencing will be provided at the site entrances and perimeters of the development. The landscape and fencing will be funded, owned and maintained by the District.

Assessments, Fees and Charges

The costs of acquisition or construction of a portion of these infrastructure improvements have been financed by the District through the sale of the Series 2020 Bonds. The annual debt service payments, including interest due thereon, are payable solely from and secured by the levy

of non-ad valorem or special assessments against lands within the District which benefit from the construction, acquisition, establishment and operation of the District's improvements. The annual debt service obligations of the District which must be defrayed by annual assessments upon each parcel of land or platted lot will depend upon the type of property purchased. The current maximum annual debt service assessment levels for property within the District for the Series 2020 Bonds (the "Series 2020 Debt Service Assessments") may be obtained from the District Manager. Interested persons are encouraged to contact the District Manager for information regarding special assessments on a particular lot or parcel of lands. A copy of the District's assessment methodology and assessment roll are available for review at the District's office.

The Series 2020 Debt Service Assessments exclude any operations and maintenance assessments ("O&M Assessments") which may be determined and calculated annually by the District's Board of Supervisors and are levied against benefitted lands in the District.

A detailed description of all costs and allocations which result in the formulation of the Series 2020 Debt Service Assessments and the O&M Assessments is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District infrastructure as presented herein reflect the District's current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, Florida Statutes.

Method of Collection

The District's Series 2020 Debt Service Assessments and/or O&M Assessments may appear on that portion of the annual real estate tax notice entitled "non-ad valorem assessments," and to the extent that it is, will be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.

This description of the District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to the District Manager at: Cypress Park Estates Community Development District, c/o Governmental Management Services – Central Florida, LLC.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property

undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

IN WITNESS WHEREOF, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the 26th day of January, 2021, and recorded in the Official Records of Polk County, Florida.

CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT

By: Scott Shapiro, Chairman

Witness

Witness

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Scott Shapiro, Chairman of the Cypress Park Estates Community Development District, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT A

Legal Description

SECTION VI



Estimate

PO Box 116
Lutz, Florida 33548

Date	Estimate #
12/23/2020	1105

Name / Address
Landmark Investments Svcs, LLC. 301 W. Platt Street Tampa, Florida 33606 Cypress Park Estates

P.O. No.

Description	Qty	Cost	Total
Phase 1 Common Area (Baker Dairy Road)			
Live Oak 3" Cal.	41	595.00	24,395.00
Crape Myrtle Multi6' ht min.	81	150.00	12,150.00
Walters Viburnum 24" ht.	706	11.00	7,766.00
Pine Bark Mulch per cubic yard	85	45.00	3,825.00
Bahia Sod sf	24,000	0.29	6,960.00
Phase 1 Common Area (Johnson Ave)			
Live Oak 3" cal...	11	595.00	6,545.00
Crape Myrtle Multi 6' ht. min	24	150.00	3,600.00
Walters Viburnum 24" ht.	200	11.00	2,200.00
Pine Bark Mulch per cubuc yard	20	45.00	900.00
Bahia Sod sf	6,000	0.29	1,740.00
Baker Dairy Entrances			
Crape Myrtle Multi 8' ht.	8	225.00	1,800.00
Loropetalum 3 gallon	68	10.00	680.00
Indian Hawthorned 3 gallon	106	10.00	1,060.00
Flax Lily 1 gallon	250	6.50	1,625.00
Pine Bark Mulch per cubic yard	6	45.00	270.00
Electrical service and lighting	2	7,000.00	14,000.00
Johnson Ave. Entrance			
Sable Palms Stage One regens approx 12' ht.	14	350.00	4,900.00
Crape Myrtle multi 45 gallon	2	350.00	700.00
Loropetalum 3 gallon	34	10.00	340.00
Indian Hawthorne 3 gallon	53	10.00	530.00
Flax Lily 1 gallon	225	6.50	1,462.50
Pine Bark Mulch per cubic yard	4	45.00	180.00
Bahia sod between s/w and curb along Bice and Bottle Brush - sf	2,800	0.29	812.00
Electrical Service and Lighting	1	7,000.00	7,000.00
Phase 1 Common Areas and Entry Irrigation using Reclaimed water source	1	53,000.00	53,000.00
		Total	\$158,440.50

SECTION VII



November 30, 2020

Proposal No. BRKDV20001P

Cypress Park Estates CDD
Attn: Jill Burns
219 E. Livingston Street
Orlando, Florida 32801

Re: REVISED PROPOSAL TO PERFORM PROFESSIONAL SURVEYING SERVICES FOR PLATTING OF CYPRESS PARK ESTATES PHASE 1, HAINES CITY, FLORIDA

Dear Ms. Burns:

Pennoni is pleased to submit this proposal to you (the Client) to provide professional surveying services as they relate to the above-referenced Project.

SCOPE OF SERVICES

In accordance with the Florida Standards of Practice for Land Surveys, Chapter 5J-17, Florida Administrative Code, Pennoni will provide professional surveying and mapping services necessary to provide Platting Services for the above-referenced project being Polk County Parcels 272723-000000-023001 and 272724-000000-044020, located in Polk County, FL., including:

1. Set monumentation as required by Florida Statutes: Chapter 177
2. Upon receipt of a draft plat prepared by the Client and provided in Auto CAD format using the Pennoni plat drawing template, review and modify plat to result in a final plat drawing meeting Florida Statutes: Chapter 177 and local government requirements
3. Provide two (2) copies of the final plat, signed and sealed by a professional surveyor and mapper

Pennoni can provide a separate proposal for the following Additional Services that are not included in the above Scope, upon request:

1. Processing of the proposed plat through governmental agencies
2. Payment of any fees assessed by municipalities for platting
3. Preparation of plat dedication language (Dedication will be provided by the Client or Client representative)
4. Any services not expressly stated in the Scope of Services herein

SCHEDULE

Upon receipt of authorization of this proposal, Pennoni will commence the services described herein, and we expect to complete our services within approximately five (5) weeks.

FEE

Pennoni will complete the professional services described above for a fixed fee of \$20,200.00. Any services provided by Pennoni for this Project which are not specifically included in the above Scope of Services are Additional Services and will be billed in addition to the above-stated fixed fee in accordance with our attached Schedule of Hourly Rates and Reimbursable Costs.

BILLING AND PAYMENT

An invoice for professional services completed will be presented for payment on a monthly basis. Invoices are due upon receipt. The Client acknowledges that the method of billing and payment has been discussed in detail, that the terms agreed upon can only be changed by a written addendum agreed to by both parties, and that work may be stopped until payment is made in accordance with the agreement.

TERMS AND CONDITIONS

General

Pennoni Associates Inc. General Terms and Conditions (Form LE01FL 01/2018) are attached hereto and are considered as part of the Scope of Services. The Client indicates by the execution of this proposal that they have reviewed and understand the General Terms and Conditions.

Special

1. We will perform our services in accordance with accepted professional standards.
2. It is the client's responsibility to provide Pennoni with a copy of the most current plans that relate to the subject property prior to the commencement of services.
3. Our schedule is based on average weather conditions. Because surveying field services are dependent upon the weather, unusually inclement weather will cause an adjustment in our schedule.
4. The Client is responsible for providing safe access to the site, facilities, and utilities, and must notify Pennoni of potential hazard areas.
5. The word "certify" as used in its various forms herein is understood to be an expression of professional opinion by the surveyor, which is based on his best knowledge, information, and belief.
6. Other survey standards, reports, declarations not included in this proposal can be provided upon request as Additional Services.

Thank you for the opportunity to provide these professional services. If this proposal is acceptable, please sign and return this proposal as our Notice-to-Proceed. If you have any questions, or if you would like to discuss any of the above, please do not hesitate to contact us.

Sincerely,
Pennoni Associates Inc.



Robert F. DuBois, PSM
Principal Surveyor



Richard Butala
Vice President/Office Director

Accepted by: _____
Signature Date

Print Name and Title

Billing Rates

2020 SCHEDULE OF FEES

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

LABOR CATEGORY	RATES: \$/HOUR
Senior Principal Professional.....	\$ 260
Principal Professional	\$ 210
Senior Professional.....	\$ 178
Project Professional	\$ 166
Staff Professional.....	\$ 158
Associate Professional.....	\$ 148
Graduate Professional.....	\$ 126
Technician III.....	\$ 114
Technician II.....	\$ 105
Technician I.....	\$ 95
3-man Survey Crew	\$ 170
2-man Survey Crew	\$ 125
Senior Field Technician	\$ 125
Field Technician III.....	\$ 90
Field Technician II.....	\$ 80
Field Technician I.....	\$ 70
Laboratory Technician.....	\$ 85
Building Code Official	\$ 102
Project Assistant.....	\$ 74

- Add 15% to above Survey Crew rates when OSHA 40-hour training required
- Technical Support/Expert Testimony Fee provided upon request
- “Professional” includes all disciplines (Engineer, Landscape Architect, Surveyor, Planner, Geologist, etc.)

EXPENSES:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- Subconsultant/Subcontractor services: cost plus 10%
- Project Related Travel and Living Expenses: cost plus 10%
- Field Equipment, Expendable Materials/Supplies and Outside Reproduction: cost plus 10%
- Passenger Vehicles: per IRS standard rate
- Field Vehicles: \$100.00/day
- Record Retrieval: \$500.00/request plus reprographic charge
- Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage and telephone/fax/computer.





PENNONI ASSOCIATES INC. GENERAL TERMS & CONDITIONS

1. Unless withdrawn sooner, proposals are valid for thirty (30) days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. ("Pennoni") or any Pennoni subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Pennoni's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
9. Client's termination of this Agreement will not be effective unless Client gives Pennoni seven (7) days prior written notice with accompanying reasons and details, and affords Pennoni an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.
10. Pennoni will maintain at its own expense Workman's Compensation insurance, Commercial General Liability insurance, and Professional Liability insurance.
11. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.

12. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
13. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
14. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.

15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
21. Client and Pennoni waive consequential damages arising out of this Agreement.
22. This Agreement shall be governed by the laws of the State of Florida.
23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.

SECTION VIII

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: District Managers

FROM: Hopping Green & Sams

DATE: December 2020

RE: Section 448.095, *Florida Statutes* / E-Verify Requirements

As you may be aware, the Florida Legislature recently enacted Section 448.095, *Florida Statutes*, which, generally speaking, requires that all employers verify employment eligibility using the United States Department of Homeland Security's "E-Verify" system. Specifically, Section 448.095(2)(a) provides:

"Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system."

Section 448.095(1), F.S., defines "public employer" to be any "regional, county, local, or municipal government . . . that employs persons who perform labor or services for that employer in exchange for salary, wages, or other remuneration or that enters or attempts to enter into a contract with a contractor." Because all CDDs and stewardship districts (together, "Special Districts") enter into contracts with contractors (and many Special Districts have employees), all Special Districts are subject to the new E-Verify requirements.

As a District Manager, there are two steps that need to be taken:

1. Enroll your Special Districts on the E-Verify system, at: <https://www.e-verify.gov/>. An E-Verify enrollment checklist is available at <https://www.e-verify.gov/employers/enrolling-in-e-verify/enrollment-checklist>. In order to enroll, all Special Districts must enter into a memorandum of understanding ("MOU") which must be executed by the chairperson of each board. Under the MOU, the responsibilities of the Special Districts include provision of contact information, display of notices to prospective employees, completion of an E-Verify tutorial, familiarization with the E-Verify User Manual, and other obligations. Samples of the MOU and E-Verify User Manual are attached here.
2. On a going forward basis, include the following contract provision in Special District contracts:

E-VERIFY REQUIREMENTS

The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Please let us know if you have any questions regarding the new law. We appreciate your attention to this matter, and can be reached at 850-222-7500.

SECTION IX



Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
2021 Data Sharing and Usage Agreement

CYPRESS PARK ESTATES CDD

This Data Sharing and Usage Agreement, hereinafter referred to as "Agreement," establishes the terms and conditions under which the **CYPRESS PARK ESTATES CDD**, hereinafter referred to as **agency**, can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

The confidentiality of personal identifying and location information including: names, physical/ mailing/ street addresses, parcel ID, legal property description, subdivision/ neighborhood name, lot number, GPS coordinates, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as **confidential information**, will be protected as follows:

1. The **agency** will not release **confidential information** that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential information** in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential information** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential information** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.

The term of this Agreement shall commence on **January 1, 2021** and shall run until **December 31, 2021**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COUNTY PROPERTY APPRAISER

Signature: *Marsha Faux*
 Print: Marsha M. Faux CFA, ASA
 Title: Polk County Property Appraiser
 Date: December 1, 2020

CYPRESS PARK ESTATES CDD

Signature: *Gill Burns*
 Print: Gill Burns
 Title: District Manager
 Date: 12-2-2020

Please email the signed agreement to pataxroll@polk-county.net.

SECTION X

CONTRACT AGREEMENT

This Agreement made and entered into on Monday, December 07, 2020 by and between the Cypress Park Estates Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2021 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Cypress Park Estates Community Development District.
3. The term of this Agreement shall commence on January 1, 2021 or the date signed below, whichever is later, and shall run until December 31, 2021, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2021 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 16, 2021**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Wednesday, September 15, 2021**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2021 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2021 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Wednesday, September 15, 2021** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

Gill Burns

Special District Representative

Jill Burns

Print name

District manager 12-7-2020

Title

Date

Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
By:

Marsha Faux

Marsha M. Faux, Property Appraiser

SECTION XI

SECTION C

SECTION 1

**Cypress Park Estates
Community Development District**

Funding Request #6
December 4, 2020

	PAYEE	GENERAL FUND	CAPITAL PROJECTS⁽¹⁾
1	GMS		
	Inv#5 - Domain Renewal - Dec 2020	\$393.00	
	Inv#14 - Management Fees - Oct 2020	\$3,027.95	
	Inv#15 - Management Fees - Nov 2020	\$3,022.35	
2	The Ledger		
	Inv#1041552 - Notice of Meetings - Sept 2020	\$1,397.87	
	TOTAL	\$7,841.17	\$0.00

⁽¹⁾ All capital related invoices will be reimbursed to the Developer upon issuance of Bonds.

Please make check payable to:

Cypress Park Estates Community Development District
9145 Narcoossee Road, Suite A206
Orlando, FL 32827

SECTION 2

Cypress Park Estates
Community Development District

Unaudited Financial Reporting
November 30, 2020



Table of Contents

1	<hr/>	Balance Sheet
2	<hr/>	General Fund
3	<hr/>	Series 2020 Debt Service Fund
4	<hr/>	Series 2020 Capital Projects Fund
5	<hr/>	Month to Month

Cypress Park Estates
Community Development District
Combined Balance Sheet
November 30, 2020

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash	\$ 6,376	\$ -	\$ -	\$ 6,376
Due from Developer	\$ 4,717	\$ -	\$ -	\$ 4,717
<u>Series 2020 AA1</u>				
Reserve Fund	\$ -	\$ 442,500	\$ -	\$ 442,500
Revenue Fund	\$ -	\$ 283,762	\$ -	\$ 283,762
Construction	\$ -	\$ -	\$ 6,116,543	\$ 6,116,543
Cost of Issuance	\$ -	\$ -	\$ 1,696	\$ 1,696
<u>Series 2020 AA2</u>				
Reserve Fund	\$ -	\$ 71,156	\$ -	\$ 71,156
Revenue Fund	\$ -	\$ 46,685	\$ -	\$ 46,685
Construction	\$ -	\$ -	\$ 1,005,937	\$ 1,005,937
Cost of Issuance	\$ -	\$ -	\$ 259	\$ 259
Total Assets	\$ 11,092	\$ 844,104	\$ 7,124,434	\$ 7,979,630
Liabilities:				
Accounts Payable	\$ 20,505	\$ -	\$ -	\$ 20,505
Deferred Revenue	\$ 4,717	\$ -	\$ -	\$ 4,717
Total Liabilities	\$ 25,221	\$ -	\$ -	\$ 25,221
Fund Balances:				
Unassigned	\$ (14,129)	\$ -	\$ -	\$ (14,129)
Assigned For:				
Debt Service	\$ -	\$ 844,104	\$ -	\$ 844,104
Capital Projects	\$ -	\$ -	\$ 7,124,434	\$ 7,124,434
Total Fund Balances	\$ (14,129)	\$ 844,104	\$ 7,124,434	\$ 7,954,408
Total Liabilities & Fund Balance	\$ 11,092	\$ 844,104	\$ 7,124,434	\$ 7,979,630

Cypress Park Estates
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2020

	Adopted Budget	Prorated Budget Thru 11/30/20	Actual Thru 11/30/20	Variance
Revenues				
Developer Contributions	\$ 183,686	\$ 5,000	\$ 5,000	\$ -
Total Revenues	\$ 183,686	\$ 5,000	\$ 5,000	\$ -
Expenditures:				
<i>General & Administrative:</i>				
Supervisor Fees	\$ 10,000	\$ 1,667	\$ 200	\$ 1,467
Engineer Fees	\$ 15,000	\$ 2,500	\$ -	\$ 2,500
Attorney Fees	\$ 25,000	\$ 4,167	\$ 4,814	\$ (647)
Management Fees	\$ 35,000	\$ 5,833	\$ 5,833	\$ (0)
Information Technology	\$ 2,650	\$ 442	\$ 200	\$ 242
Telephone	\$ 250	\$ 42	\$ 7	\$ 35
Postage & Delivery	\$ 500	\$ 83	\$ 5	\$ 79
Insurance	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Printing & Binding	\$ 500	\$ 83	\$ 0	\$ 83
Legal Advertising	\$ 10,000	\$ 1,667	\$ 515	\$ 1,152
Other Current Charges	\$ 1,500	\$ 250	\$ 265	\$ (15)
Office Supplies	\$ 521	\$ 87	\$ 5	\$ 82
Travel Per Diem	\$ 550	\$ 92	\$ -	\$ 92
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 106,646	\$ 22,087	\$ 17,018	\$ 5,069
<i>Operations & Maintenance</i>				
<i>Field Services</i>				
Property Insurance	\$ 5,000	\$ -	\$ -	\$ -
Field Management	\$ 15,000	\$ 2,500	\$ -	\$ 2,500
Landscape Maintenance	\$ 26,880	\$ 4,480	\$ -	\$ 4,480
Landscape Replacement	\$ 2,500	\$ 417	\$ -	\$ 417
Fertilization	\$ 1,560	\$ 260	\$ -	\$ 260
Streetlights	\$ 12,600	\$ 2,100	\$ -	\$ 2,100
Electric	\$ 2,000	\$ 333	\$ -	\$ 333
Water & Sewer	\$ 1,000	\$ 167	\$ -	\$ 167
Sidewalk & Asphalt Maintenance	\$ 500	\$ 83	\$ -	\$ 83
Irrigation Repairs	\$ 2,500	\$ 417	\$ -	\$ 417
General Repairs & Maintenance	\$ 5,000	\$ 833	\$ -	\$ 833
Contingency	\$ 2,500	\$ 417	\$ -	\$ 417
Total Operations & Maintenance	\$ 77,040	\$ 12,007	\$ -	\$ 12,007
Total Expenditures	\$ 183,686	\$ 34,094	\$ 17,018	\$ 17,075
Excess Revenues (Expenditures)	\$ -		\$ (12,018)	
Fund Balance - Beginning	\$ -		\$ (2,111)	
Fund Balance - Ending	\$ -		\$ (14,129)	

Cypress Park Estates
Community Development District
Debt Service Fund Series 2020 AA1 & AA2
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2020

	Adopted Budget	Prorated Budget Thru 11/30/20	Actual Thru 11/30/20	Variance
Revenues				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Other Financing Sources/(Uses)				
Bond Proceeds	\$ -	\$ -	\$ 844,104	\$ (844,104)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 844,104	\$ -
Excess Revenues (Expenditures)	\$ -	\$ -	\$ 844,104	\$ -
Fund Balance - Beginning	\$ -	\$ -	\$ -	\$ -
Fund Balance - Ending	\$ -	\$ -	\$ 844,104	\$ -

Cypress Park Estates
Community Development District
Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2020

	Adopted Budget	Prorated Budget Thru 11/30/20	Actual Thru 11/30/20	Variance
Revenues				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 505,220	\$ (505,220)
Capital Outlay - COI	\$ -	\$ -	\$ 401,996	\$ (401,996)
Total Expenditures	\$ -	\$ -	\$ 907,216	\$ (907,216)
Other Financing Sources/(Uses)				
Bond Proceeds	\$ -	\$ -	\$ 8,031,650	\$ (8,031,650)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 8,031,650	\$ -
Excess Revenues (Expenditures)	\$ -	\$ -	\$ 7,124,434	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ 7,124,434	

Cypress Park Estates
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues													
Developer Contributions	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Total Revenues	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Expenditures:													
<i>General & Administrative:</i>													
Supervisor Fees	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200
Engineer Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney Fees	\$ 2,088	\$ 2,726	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,814
Management Fees	\$ 2,917	\$ 2,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,833
Information Technology	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200
Telephone	\$ 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7
Postage & Delivery	\$ 2	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Printing & Binding	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
Legal Advertising	\$ 515	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 515
Other Current Charges	\$ -	\$ 265	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 265
Office Supplies	\$ 3	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 10,805	\$ 6,213	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,018
<i>Operations & Maintenance</i>													
<i>Field Services</i>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fertilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 10,805	\$ 6,213	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,018
Excess Revenues (Expenditures)	\$ (5,805)	\$ (6,213)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (12,018)

SECTION 3

Requisition	Payee/Vendor	Amount
1	Jon M. Hall Company	\$ 54,592.16
2	KRPC East Johnson, LLC	\$ 447,756.32
3	Peterson & Meyers, P.A.	\$ 2,871.50
4	Jon M. Hall Company	\$ 247,544.33
5	Hopping, Green & Sams	\$ 646.80
6	Blue Ox Enterprises, LLC	\$ 168,498.27
7	Horner Environmental Professionals, LLC	\$ 2,533.75
8	Gadd & Associates	\$ 3,832.55
9	Blue Ox Enterprises, LLC	\$ 587,987.68
10	Mack Industries, Inc.	\$ 126,153.00
11	Gadd & Associates Civil Engineering & Consulting	\$ 34,421.85
12	Furr & Wegman Architects, P.A.	\$ 415.00
13	Horner Environmental Professionals, LLC	\$ 1,892.50
14	Peterson & Meyers, P.A.	\$ 807.50
16	Blue Ox Enterprises, LLC	\$ 355,044.80
	TOTAL	\$ 2,034,998.01

SECTION 4



JON M HALL
COMPANY
Florida's Premier Site Developer

1400 Martin Luther King Jr. Blvd.
 Sanford, FL 32771
 P: 407-215-0410 F: 407-813-2280
 www.jonmhallcompany.com

To: Keewin KRPC East Johnson, LLC	Contact: Mckinzie Terrill
Address: 121 Garfield Avenue Winter Park, FL 32789	Phone:
	Fax:
Project Name: Cypress Park Estates - CDD Scope Deduct - Request Change Order 1	Bid Number:
Project Location: FL	Bid Date: 10/19/2020

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01 MOBILIZATION & GENERAL CONDITIONS				
Precast Structures (Mack Concrete)	1.00	LS	(\$350,722.05)	(\$350,722.05)
Lift Station Pumps (Barney's Pumps)	1.00	LS	(\$64,755.70)	(\$64,755.70)
Reinforced Concrete Pipe Buyout (Rinker)	1.00	LS	(\$83,798.46)	(\$83,798.46)
Total Price for above 01 MOBILIZATION & GENERAL CONDITIONS Items:				(\$499,276.21)

Total Bid Price: (\$499,276.21)

Payment Terms:

Payment terms are net 30 days. Overdue amounts will collect interest at 18% APR. Customer agrees to pay any attorney fees associated with collecting unpaid amounts.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: <u>ARCE Johnson</u></p> <p>Signature: <u></u></p> <p>Date of Acceptance: <u>10/19/20</u></p>	<p>CONFIRMED: Jon M. Hall Company</p> <p>Authorized Signature: <u></u></p> <p>Estimator: Megan Willbur (407) 215-0410 mwillbur@jonmhallcompany.com</p>
--	--

SECTION 5



CHANGE ORDER REQUEST

Blue Ox Enterprises, LLC
2024. - Cypress Park - Offsite Utilities

DATE: 11/17/2020
PCO#: EXT001

To: McKinzie Terrill
The Keewin Real Property Company
121 Garfield Avenue
Winter Park FL 32789
Phone: 407-645-4400
Fax:
Email: mterrill@keewin.net

From: Pamela Lynch
Blue Ox Enterprises, LLC
500 North Way
Sanford FL 32773
Phone: 407-339-4800
Fax: 407-339-4839
Email: plynch@blueoxland.com

CC: Steve Lembrich - Blue Ox Enterprises, LLC - Phone: 407-339-4800 - Fax: 407-339-4839
Aimee Kilpatrick - Blue Ox Enterprises, LLC - Phone: 407-339-4800 - Fax: 407-339-4839
Chelsea Thompson - Blue Ox Enterprises, LLC - Phone: 407-339-4800 - Fax: 407-339-4839

Below is the detail for our proposal to complete the following changes in contract work:

- External Change Order: ADDENDUM #1 A

PCO Item	Quantity	UM	Unit Price	Amount
1 : DEDUCT - 4" PVC FORCEMAIN GROUT	-7,510.00	LF	\$3.47	\$-26,059.70
2 : ADD - 4" PVC FORCEMAIN	60.00	LF	\$9.03	\$541.80
3 : ADD - 10" PVC FORCEMAIN	55.00	LF	\$23.68	\$1,302.40
4 : ADD - 4" GATE VALVE	1.00	EA	\$1,060.90	\$1,060.90
5 : ADD - FORCEMAIN FITTINGS	0.00	LS	\$0.00	\$2,730.65
6 : ADD - TEST FORCEMAIN LINES	60.00	LF	\$1.75	\$105.00
7 : DEDUCT - JACK & BORE 20"	-55.00	LF	\$506.84	\$-27,876.20
8 : ADD - OPEN CUT REPAIR	65.00	SY	\$477.58	\$31,042.70
9 : ADD - 8" PVC	80.00	LF	\$16.20	\$1,296.00
10 : ADD - 12" PVC	166.00	LF	\$32.85	\$5,453.10
11 : ADD - WATER FITTINGS	0.00	LS	\$0.00	\$4,777.47
12 : ADD - TIE TO EXISTING 8" GATE VALVE	1.00	EA	\$1,641.18	\$1,641.18
13 : ADD - TEST WATER LINES	150.00	LF	\$2.00	\$300.00



CHANGE ORDER REQUEST

Blue Ox Enterprises, LLC
2024. - Cypress Park - Offsite Utilities

DATE: 11/17/2020
PCO#: EXT001

14 : ADD - SAMPLE POINTS	1.00	EA	\$156.81	\$156.81
15 : DEDUCT - JACK & BORE 24"	-96.00	LF	\$604.34	-\$58,016.64
16 : ADD - OPEN CUT REPAIR	80.00	SY	\$519.48	\$41,558.40
17 : ADD - 16" GATE VALVE	1.00	EA	\$5308.73	\$5,308.73
18 : DEDUCT - 30" x 16' WET TAP	-1.00	EA	\$16,661.73	-\$16,661.73
19 : ADD - TIE TO EXISTING 30" GATE VALVE	1.00	EA	\$9,575.53	\$9,575.53
20 : ADD - MOT FLAGGING OPERATION	0.00	LS	\$0.00	\$17,140.95

Total Amount **\$-4,622.65**

Submitted By:

Pamela Lynch
Blue Ox Enterprises, LLC

11/17/2020
Date

Approved By:

~~Mckinzie Terrill~~
~~The Keewin Real Property Company~~

12.18.2020

Date

Rodney A. Gadd, P.E.