

*Cypress Park Estates
Community Development District*

Agenda

September 22, 2020

AGENDA

Cypress Park Estates

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

September 15, 2020

**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, September 22, 2020 at 11:30 AM** via Zoom Teleconference.

The information to join the meeting is below:

Zoom Video Link: <https://zoom.us/j/91406726322>

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

Meeting ID: 914 0672 6322

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 August 25, 2020 Board of Supervisors Meeting
4. Appointment of Audit Committee and Chairman
5. Consideration of Resolution 2020-37 Direct Purchase Resolution
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Funding Request #4
 - ii. Balance Sheet and Income Statement
7. Other Business

¹ Comments will be limited to three (3) minutes

8. Supervisors Requests and Audience Comments
9. Adjournment

Audit Committee Meeting

1. Roll Call
2. Public Comment Period
3. Audit Services
 - A. Approval of Request for Proposals and Selection Criteria
 - B. Approval of Notice of Request for Proposals for Audit Services
 - C. Public Announcement of Opportunity to Provide Audit Services
4. Adjournment

BOS Meeting

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 **Tuesday, August 25, 2020** at 11:30 a.m. via Zoom Teleconference, pursuant to Executive Order 20-69, issued by Governor DeSantis, as amended and supplemented.

Present and constituting a quorum:

Scott Shapiro
McKinzie Terrill
Allan Keen
Hyzens Marc
Steve Rosser

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Sarah Warren
Rodney Gadd
Emma Gregory
Bob Gang
Ashton Bligh

District Manager, GMS
Hopping Green & Sams
Gadd Engineering
Hopping Green & Sams
Greenberg Traurig
Greenberg Traurig

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. There were five members present via Zoom, constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns asked if any members of the public wished to make a comment. Hearing none, the next item was followed.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the May 26,
2020 Board of Supervisors Meeting**

Ms. Burns asked for any questions, comments, corrections to the May 26, 2020 meeting minutes. The Board had no changes.

On MOTION by Mr. Shapiro, seconded by Mr. Rosser, with all in favor, the Minutes from the May 26, 2020 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2020-34
Delegation Resolution**

Ms. Bligh stated that the Resolution 2020-34 was a supplemental resolution that was contemplated when the Board adopted the original bond resolution in December 2019. She noted that the original bond resolution authorized a not-to-exceed amount of \$30 million. Ms. Bligh added that the current resolution contained documents with exhibits to sell two series of bonds, the Assessment Area 1 and Assessment Area 2 bonds, which are referred to collectively as the “Series 2020 Bonds”. She stated that attached to the resolution are forms of First and Second Supplemental Indentures, a Bond Purchase Contract, a Preliminary Limited Offering Memorandum, and a Rule 15c2-12 Certificate. She noted that the Rule 15c2-12 Certificate means that FMS cannot sell bonds without the District deeming the offering documents final. Attached was also a Continuing Disclosure Agreement that identifies material events that have to be noted on EMMA. Ms. Bligh pointed out Sections 4 and 5 of the resolution, stating that under Section 4 Florida law requires certain findings so that there won’t have to be a public offering. That includes that having a negotiated sale in the best interest of the District. She also listed that the underwriter can assist in obtaining the most attractive financing. The Series 2020 bonds will only be issued to accredited investors and that the District will not be adversely affected if the Series 2020 bonds are note sold via competitive sale. Under Section 5, Ms. Bligh pointed out that the parameters for the Assessment Areas 1 and 2 bonds. She added that, with respect to Assessment Area 1 bonds, they would be subject to redemption no later than May 1, 2032 and that there were also parameters for a not-to-exceed of the interest rate, and the aggregate principal amount of the Assessment Area 1 bonds shall not exceed \$8 million. Ms. Bligh noted that the Area 1 bonds shall have a final maturity no later than the maximum term allowed by Florida law, and that the price at which the

Area 1 bonds should be sold to the underwriters shall not exceed 98% of the aggregate amount of the bonds.

Ms. Bligh stated that the Assessment Area 2 had similar parameters, except that the aggregate principle amount of the Assessment Area 2 bonds shall not exceed \$1.8 million. She asked if the Board had any questions.

Mr. Gang added that it was contemplated that there would be another series later for Assessment Area 2, and that the \$1.8 million was for basic master infrastructure.

On MOTION by Mr. Shapiro, seconded by Mr. Terrill, with all in favor, the Delegation Resolution 2020-34, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Supplemental Engineer's Report – ADDED

Mr. Gadd stated that they had modified the Engineer's report to include updated costs now that they had received bid information, and that they had also updated the time table with permits that had been secured and anticipated.

Ms. Burns asked if the Board had any questions. The Board had no questions or comments on the updated Engineer's Report.

On MOTION by Mr. Terrill, seconded by Mr. Shapiro, with all in favor, the Supplemental Engineer's Report, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Supplemental Assessment Methodology – ADDED

Ms. Burns explained that the resolution allocates the debt to properties based on the special benefits they receive from the Phase 1 and 2 Capital Improvements. She presented the tables to the board, stating that Table 1 showed the Development Plan in Area 1 with 354 units and 178 units in Area 2, for a total of 532 units all with the same ERU. Table 2 shows the amounts found in the Engineer's report. Table 3 shows the Bond sizing for the Area 1 bonds totaling \$7,210,000, and Area 2 totaling \$1,095,000. Table 4 shows the improvement cost per unit and Table 5 breaks down the par debt per unit for Area 1 and 2, those amounts being \$20,367 for Assessment Area 1 and \$6,152 for Assessment Area 2. Table 6 outlines the net and gross debt assessments per unit, with Area 1 being \$1,250 annually, and Area 2 being \$400 annually. Table 7 is the preliminary tax

roll with the acreage for the Assessment Area totaling 114.94 acres and allocates the debt on a per acre basis. She asked if there were any questions on the Assessment Methodology, the Board had none.

On MOTION by Mr. Keen, seconded by Mr. Shapiro, with all in favor, Supplemental Assessment Methodology, was approved.

SEVENTH ORDER OF BUSINESS

Public Hearing

A. Public Hearing on the Adoption of the Fiscal Year 2021 Budget

Ms. Burns stated that the public hearing was advertised in the paper, and asked for a motion to open the public hearing.

On MOTION by Mr. Terrill, seconded by Mr. Keen, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns asked if there were any public comments. Hearing none, Ms. Burns asked for a motion to close the public hearing.

On MOTION by Mr. Keen, seconded by Mr. Marc, with all in favor, Closing the Public Hearing, was approved.

i. Consideration of Resolution 2020-35 Adoption of the District's Fiscal Year 2021 Budget and Appropriating Funds

Ms. Burns stated that the Resolution was included in the agenda package and the budget was attached to the resolution. It contemplates that Fiscal Year 2021 will be developer funded. She also pointed out the Standard Administrative section, as well as contemplated Field Services based on development timelines that were discussed where there might be some landscaping and streetlights turned over towards the end of the fiscal year. She noted that they did not anticipate any amenity costs, and that because the costs would be developer funded the costs would be billed as they were incurred. She asked if the Board had any questions. Hearing none, she asked for a motion to approve.

On MOTION by Mr. Keen, seconded by Mr. Rosser, with all in favor, Resolution 2020-35 Adopting the District's Fiscal Year 2021 Budget and Appropriating Funds, was approved.

ii. Consideration of Developer Funding Agreement

Ms. Burns stated that the agreement was with KRPC East Johnson, LLC, in which they agreed to fund the operations and maintenance of the District for Fiscal Year 2021 based on the budget that was approved by the Board. She noted that they would only be billed as the amounts were incurred. She asked if the Board had any questions, and hearing none, asked for a motion to approve.

On MOTION by Mr. Terrill, seconded by Mr. Keen, with all in favor, the Developer Funding Agreement, was approved.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2020-36
Designation of Regular Monthly Meeting
Date, Time, and Location for Fiscal Year
2021**

Ms. Burns stated the resolution designated a regular monthly meeting date, time, and location for Fiscal Year 2021. She noted that the resolution had the same schedule that the District currently meets, and that they would continue to meet via Zoom unless the circumstances change. She added that they would advertise for both the Zoom and in person meetings until they have confirmation from the governor that they will no longer meeting via Zoom calls. She asked for a motion to approve the resolution.

On MOTION by Mr. Shapiro, seconded by Mr. Terrill, with all in favor, Resolution 2020-36 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2021, was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Warren did not have anything to report other than the fact that they were continuing to monitor all of the executive orders coming out of the governor's office and that they would keep everyone up-to-date.

Mr. Shapiro asked if there was any possibility that they would extend CDD meetings that are not homeowner controlled to continue with virtual meetings indefinitely. Ms. Warren replied that there was absolutely no telling at this point, but that she thought they would continue for the time being.

B. Engineer

Mr. Gadd stated that he did not have anything to report on the CDD side, but that on the project side of things everything is permitted currently and they had received bids, allowing them to evaluate contractors and move in the right direction.

C. District Manager's Report

i. Approval of Funding Request #3

Ms. Burns stated the total amount for the Funding Request was \$7,039. She asked for a motion to approve the request if there were no questions.

On MOTION by Mr. Marc, seconded by Mr. Terrill, with all in favor, Funding Request #3, totaling \$7,039, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns stated the financials were in the package and if there were any questions she would be glad to answer, but no action was needed.

TENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

TWELTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

On MOTION by Mr. Keen, seconded by Mr. Terrill, with all in favor, the meeting was adjourned at 11:46.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION 2020-37

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT ENGINEER, OR ANOTHER INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS, TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF THE DISTRICT'S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, the District Board of Supervisors (the "Board"), upon recommendation of the District Engineer, has adopted an improvement plan for the construction and installation of certain infrastructure improvements within the District (the "Improvements"); and

WHEREAS, the District has or will enter into various construction contracts for the construction and installation of the Improvements (the "Construction Contracts"); and

WHEREAS, the Construction Contracts allow, or will be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

WHEREAS, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

WHEREAS, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

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

SECTION 1. The District Engineer, the District Manager or another individual as shall be appointed by the Board ("Purchasing Agent") shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project.

SECTION 2. The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed the cost amount contained therein and as included in the Construction Contracts.

SECTION 3. The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

SECTION 4. Should the District Engineer act as the Purchasing Agent for any given Construction Contract, a work authorization of the District Engineer, a form of which is attached hereto as **Exhibit A**, is hereby approved and/or ratified, and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District's Purchasing Agent as provided for in the District Engineer's agreement with the District.

SECTION 5. The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

SECTION 6. The District Manager is hereby authorized to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

SECTION 7. The procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified, and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District (also referred to as "Owner").

SECTION 8. The actions of current and prior members of the Board and District staff in effectuating the District's direct purchase of materials relative to the Construction Contracts,

including but not limited to the execution of any documents related therewith, are hereby determined to be in accordance with the prior authorizations of the District's Chairman and/or the Board, and are hereby ratified, approved and confirmed in all respects.

SECTION 9. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 10. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22nd day of September, 2020.

ATTEST:

**CYPRESS PARK ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A	Form of Work Authorization
Comp. Exhibit B	Procurement Procedures for Direct Purchase Material

EXHIBIT A

Work Authorization

_____, 20__

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

Subject: **Work Authorization Number** _____
Cypress Park Estates Community Development District

Dear Chairperson, Board of Supervisors:

Gadd & Associates, LLC ("Engineer") is pleased to submit this work authorization to provide engineering services for the Forest Lake Community Development District. We will provide these services pursuant to our current agreement dated _____, 20__ ("Engineering Agreement") as follows:

I. Scope of Work

Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

II. Compensation

Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

III. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

Engineer hereby represents it understands and will abide by all terms of the District's Procurement Procedures for Direct Purchase Materials (also referred to as "Owner Purchased Materials"). In preparing and executing any documentation for purposes of ordering or purchasing materials in the name of and on behalf of the District, the Engineer will affirm that the vendor supplying the Direct Purchase Materials is not also the installer of the Direct Purchase Materials, and further, will affirm that the installer of the Direct Purchase Materials did not manufacture, fabricate or furnish the Direct Purchase Materials.

This work authorization, together with the Engineering Agreement, as amended and supplemented, represents the entire understanding between the District and Engineer with regard to the referenced services herein. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Sincerely,

APPROVED AND ACCEPTED

Rodney Gadd, P.E.
Gadd & Associates, LLC.

Authorized Representative of
Cypress Park Estates Community Development
District
Date: _____

COMPOSITE EXHIBIT B

PROCUREMENT PROCEDURES FOR DIRECT PURCHASE MATERIAL

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to OWNER a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.

2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in substantially the form attached hereto as **Attachment 2**, or as modified from time to time in the District's discretion, for construction materials which the OWNER wishes to purchase directly.

Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Direct Purchase Materials (also referred to as "Owner Purchased Material(s)") on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.

3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3**, and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order,

to CONTRACTOR and to supplier. Promptly upon receipt of the Direct Purchase Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Direct Purchase Materials in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Direct Purchase Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Direct Purchase Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Direct Purchase Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Direct Purchase Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax-exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Direct Purchase Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the owner of the Direct Purchase Materials within fifteen (15) calendar days of receipt of said Direct Purchase Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Direct Purchase Materials and shall not be entitled to retain the standard five percent (5%) to ten percent (10%) amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

CONTRACTOR SHALL AFFIRM THAT THE VENDOR SUPPLYING THE DIRECT PURCHASE MATERIALS IS NOT ALSO THE INSTALLER OF THE DIRECT PURCHASE MATERIALS. CONTRACTOR SHALL FURTHER AFFIRM THAT THE INSTALLER OF THE DIRECT PURCHASE MATERIALS DID NOT MANUFACTURE, FABRICATE OR FURNISH THE DIRECT PURCHASE MATERIALS.

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials

including Direct Purchase Materials, in accordance with these procedures including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Direct Purchase Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Direct Purchase Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Direct Purchase Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Direct Purchase Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Direct Purchase Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Direct Purchase Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Direct Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the fifteenth (15th) and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Direct Purchase Materials delivered to the project sites during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Direct Purchase Materials delivered to the site and whether any defects or non-conformities exist in such Direct Purchase Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Direct Purchase Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Direct Purchase Materials it incorporates into the work from the stock of Direct Purchase Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Direct Purchase Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Direct Purchase Materials conform to specifications and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Direct Purchase Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Direct Purchase Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the project, including any available liquidated or delay damages.

8. Title. Notwithstanding the transfer of Direct Purchase Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Direct Purchase Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Direct Purchase Materials. Owner shall be the named insured and such insurance shall cover the full value of any Direct Purchase Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Direct Purchase Materials and the time when the last of such Direct Purchase Materials is incorporated into the project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Direct Purchase Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Direct Purchase Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Direct Purchase Materials.

Attachment 1

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

2. Manufacturer or brand, model or specification number of the item.

3. Quantity needed as estimated by CONTRACTOR. _____

4. The price quoted by the supplier for the construction materials identified above.

\$ _____

5. The sales tax associated with the price quote. \$ _____

6. Shipping and handling insurance cost. \$ _____

7. Delivery dates as established by CONTRACTOR. _____

OWNER: **Cypress Park Estates Community Development District**

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

Attachment 2

PURCHASE ORDER

CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT

"Owner"

"Seller"

Owner:	CYPRESS PARK ESTATES CDD	Seller:	
Address:	c/o Governmental Management Services – Central Florida, LLC 219 East Livingston Street Orlando, FL 32801	Address:	
Phone:	(407) 841-5524	Phone:	

"Project"

Project Name:		Contract Date:	
Project Address:			
Goods Receiving Point Address: (if different than Project Address)			

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement ("Order") for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered within _____ days from the date of this Order.

Price – \$ _____

Certificate of Exemption # _____

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Cypress Park Estates Community Development District

Owner

By:

Name:

Title:

Date Executed:

Seller

By:

Name:

Title:

Date Executed:

EXHIBIT A: Proposal

EXHIBIT B: Terms and Conditions

EXHIBIT A
Proposal

[insert proposal from vendor]

EXHIBIT B
TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted in the Owner's name before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's Project. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:

- a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
11. WAIVER. Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special-purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.

20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to the terms herein, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

Attachment 3

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Cypress Park Estates Community Development District (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to a Purchase Order Number _____ from _____ (Vendor) on or after _____, 20__ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract dated _____ with _____ (Contractor) for the construction of _____.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: ***You must initial each of the following requirements.***

- ____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third-degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative
of Governmental Entity

Title

Cypress Park Estates Community Development District

Purchaser's Name (Print or Type)

Date

Federal Employer Identification Number: _____

Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

SECTION VI

SECTION C

SECTION 1

**Cypress Park Estates
Community Development District**

Funding Request #4

September 14, 2020

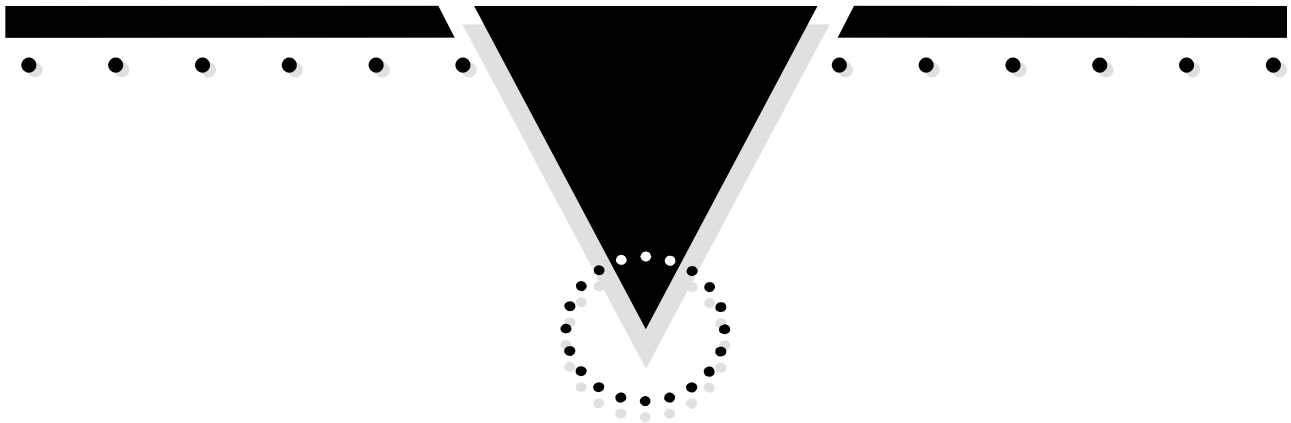
	PAYEE	GENERAL FUND	CAPITAL PROJECTS⁽¹⁾
1	Egis Inv#11538 - Insurance - FY2021	\$5,000.00	
2	GMS Inv#8 - Management Fees - April & May 2020 Inv#10 - Management Fees - July 2020 Inv#13 - Management Fees - Sept 2020	\$5,834.69 \$2,921.44 \$3,022.52	
3	Hopping Green & Sams Inv#113618 - Legal services - Feb 2020 Inv#114837 - Legal services - April 2020 Inv#116260 - Legal services - Jun 2020	\$1,935.23 \$557.61 \$1,698.85	
4	Hyzens Marc Inv#082520- Supervisor Fees - Aug 2020	\$200.00	
5	McKinzie Terrill Inv#082520- Supervisor Fees - Aug 2020	\$200.00	
6	The Ledger Inv#1040788 - Notice of Meetings	\$1,180.66	
	TOTAL	\$22,551.00	\$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

August 31, 2020



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund Income Statement</u>
3	<u>Capital Projects Fund Income Statement</u>
4	<u>Month to Month</u>

Cypress Park Estates

COMMUNITY DEVELOPMENT DISTRICT

COMBINED BALANCE SHEET

August 31, 2020

	<u>Major Funds</u>		<u>Total</u>
	<u>General</u>	<u>Capital Projects</u>	<u>Governmental Funds</u>
<u>ASSETS:</u>			
Cash	\$10,237	---	\$10,237
Prepaid Expenses	\$5,000	---	\$5,000
TOTAL ASSETS	<u>\$15,237</u>	<u>\$0</u>	<u>\$15,237</u>
<u>LIABILITIES:</u>			
Accounts Payable	\$19,050	---	\$19,050
Contracts Payable	---	\$6,645	\$6,645
TOTAL LIABILITIES	<u>\$19,050</u>	<u>\$6,645</u>	<u>\$25,695</u>
FUND BALANCES:			
Unassigned	<u>(\$3,813)</u>	<u>---</u>	<u>(\$3,813)</u>
TOTAL FUND BALANCES	<u>(\$3,813)</u>	<u>(\$6,645)</u>	<u>(\$10,458)</u>
TOTAL LIABILITIES & FUND BALANCES	<u>\$15,237</u>	<u>\$0</u>	<u>\$15,237</u>

Cypress Park Estates
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended August 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
<u>Revenues</u>				
Developer Contributions	\$98,404	\$56,706	\$56,706	\$0
Total Revenues	\$98,404	\$56,706	\$56,706	\$0
<u>Expenditures</u>				
<u>Administrative</u>				
Supervisor Fees	\$10,000	\$9,167	\$1,400	\$7,767
Engineer Fees	\$12,500	\$11,458	\$469	\$10,990
Attorney Fees	\$20,833	\$19,097	\$15,918	\$3,179
Management Fees	\$29,167	\$26,736	\$25,309	\$1,427
Information Technology	\$3,575	\$3,277	\$1,293	\$1,984
Telephone	\$250	\$229	\$0	\$229
Postage	\$833	\$764	\$75	\$689
Insurance	\$5,000	\$5,000	\$3,740	\$1,260
Printing & Binding	\$833	\$764	\$100	\$664
Legal Advertising	\$10,000	\$10,000	\$12,016	(\$2,016)
Other Current Charges	\$4,167	\$3,820	\$0	\$3,820
Office Supplies	\$521	\$478	\$49	\$428
Travel Per Diem	\$550	\$550	\$0	\$550
Dues, Licenses & Subscription	\$175	\$175	\$150	\$25
Total Administrative	\$98,404	\$91,514	\$60,519	\$30,995
Total Expenditures	\$98,404	\$91,514	\$60,519	\$30,995
Excess (deficiency) of revenues Over (under) expenditures	\$0	(\$34,808)	(\$3,813)	\$30,995
Beginning Fund Balance	\$0		\$0	
Ending Fund Balance	\$0		(\$3,813)	

**Cypress Creek Estates
COMMUNITY DEVELOPMENT DISTRICT**

CAPITAL PROJECT FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended August 31, 2020

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
<u>Revenues</u>				
Interest Income	\$0	\$0	\$0	\$0
Total Revenues	\$0	\$0	\$0	\$0
<u>Expenditures</u>				
Capital Outlay	\$0	\$6,645	\$6,645	\$0
Total Expenditures	\$0	\$6,645	\$6,645	\$0
Excess (deficiency) of revenues Over (under) expenditures	\$0	(\$6,645)	(\$6,645)	\$0
Beginning Fund Balance	\$0		\$0	
Ending Fund Balance	\$0		(\$6,645)	

Cypress Park Estates

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>REVENUES:</u>													
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$20,000	\$0	\$36,706	\$0	\$0	\$0	\$0	\$0	\$56,706
TOTAL REVENUES	\$0	\$0	\$0	\$0	\$20,000	\$0	\$36,706	\$0	\$0	\$0	\$0	\$0	\$56,706
<u>EXPENDITURES:</u>													
<u>ADMINISTRATIVE:</u>													
Supervisor Fees	\$0	\$0	\$200	\$200	\$200	\$0	\$0	\$400	\$0	\$0	\$400	\$0	\$1,400
Engineer Fees	\$0	\$0	\$0	\$219	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$469
Attorney Fees	\$0	\$0	\$5,129	\$3,372	\$1,935	\$1,173	\$558	\$1,112	\$1,699	\$941	\$0	\$0	\$15,918
Management Fees	\$0	\$0	\$1,976	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$25,309
Information Technology	\$0	\$0	\$493	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$0	\$1,293
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$0	\$0	\$0	\$18	\$23	\$7	\$17	\$1	\$3	\$5	\$1	\$0	\$75
Insurance	\$0	\$0	\$0	\$3,740	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,740
Printing & Binding	\$0	\$0	\$0	\$46	\$20	\$33	\$0	\$0	\$0	\$0	\$0	\$0	\$100
Legal Advertising	\$0	\$0	\$0	\$0	\$8,421	\$1,995	\$0	\$419	\$0	\$0	\$1,181	\$0	\$12,016
Other Current Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0	\$0	\$0	\$3	\$41	\$3	\$0	\$0	\$3	\$0	\$0	\$0	\$49
Travel Per Diem	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dues, Licenses & Subscription	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150
TOTAL ADMINISTRATIVE	\$0	\$0	\$7,948	\$10,614	\$13,907	\$6,227	\$3,591	\$4,949	\$4,722	\$3,962	\$4,598	\$0	\$60,519
TOTAL EXPENDITURES	\$0	\$0	\$7,948	\$10,614	\$13,907	\$6,227	\$3,591	\$4,949	\$4,722	\$3,962	\$4,598	\$0	\$60,519
EXCESS REVENUES/(EXPENDITURES)	\$0	\$0	(\$7,948)	(\$10,614)	\$6,093	(\$6,227)	\$33,115	(\$4,949)	(\$4,722)	(\$3,962)	(\$4,598)	\$0	(\$3,813)

Audit Committee Meeting

SECTION III

SECTION A

**CYPRESS PARK ESTATES COUMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

District Auditing Services for Fiscal Year 2020
Located in the City of Haines City, Polk County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than Wednesday, October 14, 2020 at 5:00 p.m., at the offices of Governmental Management Services – Central Florida, LLC, Attn: Jill Burns, District Manager, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) original hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “**Auditing Services – Saddle Creek Preserve of Polk County Community Development District**” on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include résumés for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including résumés with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for Fiscal Year 2020, plus the lump sum cost of four (4) annual renewals.
- E. Provide a proposed schedule for performance of the audit.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The 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 Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**CYPRESS PARK ESTATES COMMUNITY
DEVELOPMENT DISTRICT AUDITOR SELECTION
EVALUATION CRITERIA**

1. *Ability of Personnel.*

(20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. *Proposer's Experience.*

(20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation of Proposer, etc.)

3. *Understanding of Scope of Work.*

(20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services.*

(20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. *Price.*

(20 Points)

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

TOTAL

(100 Points)

SECTION B

CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Cypress Park Estates Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2020, with an option for four (4) additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Polk County, Florida. The District currently has an operating budget of approximately \$98,404.00, not including debt service payments. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2020, be completed no later than June 1, 2021.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards", as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) original hard copy and one (1) electronic copy of their proposal to Governmental Management Services – Central Florida, LLC, Attn: Jill Burns, District Manager, 219 East Livingston Street, Orlando, Florida 32801, in an envelope marked on the outside "**Auditing Services – Cypress Park Estates Community Development District.**" Proposals must be received by 5:00 p.m. on Wednesday, October 14, 2020, at the office address listed above. Proposals received after this time will not be eligible for consideration. Please direct all questions regarding this Notice to the District Manager who can be reached at (407) 841-5524.

Jill Burns, District Manager
Governmental Management Services – Central Florida, LLC

Run date: September 29, 2020