

*Cypress Park Estates
Community Development District*

Meeting Agenda

March 22, 2022

AGENDA

Cypress Park Estates

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

March 15, 2022

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

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Cypress Park Estates Community Development District** will be held **Tuesday, March 22, 2022 at 11:00 AM** at the **Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, FL 33850.**

Zoom Link: <https://us06web.zoom.us/j/88610324863>

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

Meeting ID: 886 1032 4863

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 October 26, 2021 Board of Supervisors Meeting
4. Presentation and Approval of Supplemental Engineer's Report dated February 2, 2022
5. Presentation and Approval of Preliminary Second Supplemental Assessment Methodology for Assessment Area Two (Phase 2 & Phase 3) dated March 22, 2022
6. Consideration of Resolution 2022-02 Delegation Resolution (*to be provided under separate cover*)
7. Consideration of Resolution 2022-03 Authorizing the Use of Electronic Documents and Signatures
8. Consideration of Arbitrage Rebate Reports:

¹ Comments will be limited to three (3) minutes

- A. Assessment Area 1 Project
 - B. Assessment Area 2 – 2020 Project
- 9. Ratification of Playground Equipment Agreement with ProPlaygrounds
- 10. Ratification of 2022 Data Sharing and Usage Agreement with Polk County Property Appraiser
- 11. Ratification of Contract Agreement with Polk County Property Appraiser
- 12. Ratification of Amendment No. 1 for Permit of the Turn Lane for Baker Ave. at US 17-92
- 13. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Ratification of Jon M. Hall Company Change Order's
- 14. Other Business
- 15. Supervisors Requests and Audience Comments
- 16. 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 **Tuesday, October 26, 2021** at 11:30 a.m. at 1925 US Hwy 98 S., Suite 201, Lakeland, FL.

Present and constituting a quorum:

McKinzie Terrill
Steve Rosser
Allan Keen *via Zoom*
Hyzens Marc

Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Sarah Warren *via Zoom*
Rodney Gadd *via Zoom*

District Manager, GMS
KE Law
District Engineer

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll.

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 July 27,
2021 Board of Supervisors Meeting**

Ms. Burns asked for any questions, comments, corrections to the July 27, 2021 meeting minutes. The Board had no changes.

On MOTION by Mr. Terrill, seconded by Mr. Marc, with all in favor, the Minutes of the July 27, 2021 Board of Supervisors Meeting, were approved.
--

FOURTH ORDER OF BUSINESS

**Consideration of Assignment of Amenity
Construction Agreement**

Ms. Burns stated that this was with Henkelman Construction. She stated that the contract was provided in the agenda.

On MOTION by Mr. Terrill, seconded by Mr. Marc, with all in favor, the Assignment of Amenity Construction Agreement, was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2022-01
Waiving a Portion of the Rules of
Procedure Regarding Notice of Meetings**

Ms. Burns stated that counsel looked over the rules and procedures regarding meeting notices and it was decided that they could do annual meeting notices instead of monthly.

On MOTION by Mr. Rosser, seconded by Mr. Terrill, with all in favor, Resolution 2022-01 Waiving a Portion of the Rules of Procedure Regarding Notice of Meetings, was approved.

SIXTH ORDER OF BUSINESS

**Consideration of Audit Services
Engagement Letter for Fiscal Year 2021**

Ms. Burns stated this was with Grau & Associates and it was a renewal for \$4,900.

On MOTION by Mr. Terrill, seconded by Mr. Rosser, with all in favor, the Audit Services Engagement Letter for Fiscal Year 2021 with Grau & Associates, was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

**i. Memorandum Regarding Wastewater Services and Stormwater
Management Needs Analysis**

Ms. Warren stated that there was new legislation requiring District's that have stormwater management systems to provide reports regarding those systems and she stated that they will work with the engineer to meet those requirements. She also stated they have put together a template to be used for that purpose.

B. Engineer

Mr. Gadd had nothing further to report.

C. District Manager's Report

i. Ratification of Funding Requests #12 through #15

Ms. Burns stated that these had already been funded by the developer.

On MOTION by Mr. Terrill, seconded by Mr. Rosser, with all in favor, Funding Requests #12 through #15, were ratified.

ii. Balance Sheet and Income Statement

Ms. Burns noted that the financial statements are included in the agenda package for review and there is no action required.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

**CYPRESS PARK ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

**SUPPLEMENTAL ENGINEER'S REPORT
FOR CAPITAL IMPROVEMENTS**

Prepared for:

**BOARD OF SUPERVISORS
CYPRESS PARK ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

Prepared by:

**GADD & ASSOCIATES, LLC
1925 US HWY 98 S.
LAKELAND, FL 33801
PH: 863-940-9979**

February 2, 2022

**CYPRESS PARK ESTATESCOMMUNITY
DEVELOPMENT DISTRICT**

TABLE OF CONTENTS

I. PURPOSE..... 3

II. REVISED PERMIT SUMMARY.....3

III. EXHIBIT 7 (Summary of Probable Cost).....4

**ENGINEER'S REPORT
CYPRESS PARK ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

I. PURPOSE

The purpose of this report is to amend the Engineer's Report for the Cypress Park Estates CDD. The Engineer's Report has been modified to reflect anticipated costs now that permitting is nearing completion. The permit summary has also been revised to reflect current permitting status.

II. REVISED PERMIT SUMMARY

PHASE 1

Permits / Approvals	Approval / Expected Date
Zoning Approval	December 2019 (Complete)
Preliminary Plat	April 2020 (Complete)
SWFWMD ERP	May 2020 (Complete)
Construction Permits	June 2020 (Complete)
Polk County Health Department Water	August 2020 (Complete)
FDEP Sewer	July 2020 (Complete)
FDEP NOI	February 2020 (Complete)
ACOE	Not applicable

PHASE 2

Permits / Approvals	Approval / Expected Date
Zoning Approval	December 2019 (Complete)
Preliminary Plat	April 2020 (Complete)
SWFWMD ERP	May 2020 (Complete)
Construction Permits	June 2020 (Complete)
Polk County Health Department Water	August 2020 (Complete)
FDEP Sewer	July 2020 (Complete)
FDEP NOI	February 2020 (Complete)
ACOE	Not applicable

PHASE 3

Permits / Approvals	Approval / Expected Date
Zoning Approval	May 2020 (Complete)
Preliminary Plat	December 2021 (Complete)
SWFWMD ERP	April 2022
Construction Permits	April 2022
Polk County Health Department Water	April 2021
FDEP Sewer	April 2021
FDEP NOI	February 2021
ACOE	Not Applicable

III. EXHIBIT 7

The cost projections have been adjusted to reflect more recent bidding information and anticipated costs

EXHIBIT 7
CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF OPINION OF PROBABLE COSTS UPDATED

	2022 Series	2022 Series	
Number of Lots	<u>178</u>	<u>171</u>	<u>349</u>
Infrastructure ⁽¹⁾	<u>Phase 2</u>	<u>Phase 3</u>	<u>Total</u>
Offsite Improvements ^{(6) (7)}	\$ 356,000	\$ 342,000	\$ 698,000
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁷⁾	\$ 979,000	\$ 1,025,950	\$ 2,004,950
Utilities (Water, Sewer, Re-use & Street Lighting) ⁽⁵⁾⁽⁷⁾⁽⁹⁾	\$ 1,602,000	\$ 1,625,100	\$ 3,227,100
Roadway ⁽⁴⁾⁽⁷⁾	\$ 890,000	\$ 940,100	\$ 1,830,100
Entry Feature & Signage ⁽⁷⁾⁽⁸⁾	\$ 178,000	\$ 256,500	\$ 434,500
Park and Recreational Facilities ⁽⁷⁾	\$ 178,000	\$ 256,196	\$ 434,196
Contingency	\$ 445,000	\$ 512,600	\$ 957,600
TOTAL	\$ 4,628,000	\$ 4,958,446	\$ 9,586,446

Notes:

1. Infrastructure consists of public roadway improvements, stormwater management facilities, master sanitary sewer and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction and in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering
5. Includes subdivision infrastructure and civil/site engineering.
6. Offsite Improvements include turn lanes/intersection improvements and extension of offsite utilities.
7. Estimates are based on 2022 costs with common costs allocated to each phase.
8. Includes entry features, signage, hardscape, landscape, irrigation and walls.
9. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way and on District land is included.
10. Includes cost funded by developer during the construction of phase 1 that benefited phase 3.
11. Estimates based on Master Infrastructure to support development of 349 lots.

SECTION V

**PRELIMINARY SECOND SUPPLEMENTAL
ASSESSMENT METHODOLOGY
FOR
ASSESSMENT AREA TWO
(PHASE 2 & PHASE 3)**

**CYPRESS PARK ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

Date: March 22, 2022

Prepared by

**Governmental Management Services - Central Florida, LLC
219 E. Livingston St.
Orlando, FL 32801**

Table of Contents

1.0 Introduction	3
1.1 Purpose	3
1.2 Background	3
1.3 Special Benefits and General Benefits	4
1.4 Requirements of a Valid Assessment Methodology	5
1.5 Special Benefits Exceed the Costs Allocated	5
2.0 Assessment Methodology	5
2.1 Overview	5
2.2 Allocation of Debt	6
2.3 Allocation of Benefit	7
2.4 Lienability Test: Special and Peculiar Benefit to the Property	7
2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments	8
3.0 True-Up Mechanism	8
4.0 Assessment Roll	9
5.0 Appendix	10
Table 1: Development Program	10
Table 2: Capital Improvement Cost Estimates	11
Table 3: Bond Sizing	12
Table 4: Allocation of Improvement Costs	13
Table 5: Allocation of Total Par Debt to Each Product Type	14
Table 6: Par Debt and Annual Assessments	15
Table 7: Preliminary Assessment Roll	16

GMS-CF, LLC does not represent the Cypress Park Estates Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Cypress Park Estates Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Cypress Park Estates Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District is planning to issue \$7,590,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Phase 2 & Phase 3 Capital Improvement Plan”) within Phase 2 and Phase 3 of the District (“Assessment Area Two”) more specifically described in the Supplemental Engineer’s Report dated February 2, 2022, prepared by Gadd & Associates, LLC , as may be amended and supplemented from time to time (the “Engineer’s Report”).

1.1 Purpose

This Second Supplemental Assessment Methodology (the “Assessment Report”) supplements the Master Assessment Methodology, dated December 11, 2019. The Assessment Report provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within Assessment Area Two of the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Phase 2 & Phase 3 Capital Improvement Plan. This Assessment Report may be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Phase 2 & Phase 3 Capital Improvement Plan. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments (“Special Assessments”) on the benefited lands within the District based on this Assessment Report to secure repayment of the Bonds. It is anticipated that all of the proposed Special Assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 155.5 acres within Polk County, Florida. The development program for Assessment Area Two of the District currently envisions approximately 349 residential units. The proposed development program is

depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

The Phase 2 & Phase 3 Capital Improvement Plan contemplated by the District will provide infrastructure necessary to support development of the property within Assessment Area Two of the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, utility facilities, roadways, entry features and signage, and park and recreational facilities. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Capital Improvements.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvements.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvements.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number and type of platted units.

1.3 Special Benefits and General Benefits

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The implementation of the Phase 2 & Phase 3 Capital Improvement Plan enables properties within the boundaries of Assessment Area Two of the District to be developed. Without the District's Phase 2 & Phase 3 Capital Improvement Plan, there would be no infrastructure to support development of land within Assessment Area Two of the District. Without these improvements, development of the property within Assessment Area Two of the District would be prohibited by law.

The general public and property owners outside of Assessment Area Two of the District may benefit from the provision of the Phase 2 & Phase 3 Capital Improvement Plan. However, any such benefit will be incidental for the purpose of the Phase 2 & Phase 3 Capital Improvement Plan, which is designed specifically to meet the needs of property within Assessment Area Two of the District. Properties outside of

Assessment Area Two of the District do not depend upon the District's Phase 2 & Phase 3 Capital Improvement Plan. The property owners within Assessment Area Two of the District are therefore receiving special benefits not received by the general public and those outside Assessment Area Two within the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the Capital Improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated or apportioned to the properties being assessed based on the special benefit such properties receive.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Will Equal or Exceed the Costs Allocated

The special benefits provided to the property within Assessment Area Two of the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Phase 2 & Phase 3 Capital Improvement Plan that is necessary to support full development of property within Assessment Area Two of the District will cost approximately \$9,586,446. The District's Underwriter projects that financing costs required to fund the Phase 2 & Phase 3 Capital Improvement Plan, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$7,590,000. Without the Phase 2 & Phase 3 Capital Improvement Plan, the property within Assessment Area Two of the District would not be able to be developed and occupied by future residents.

2.0 Assessment Methodology

2.1 Overview

The District plans to issue \$7,590,000 in Bonds in one or more series to fund a portion of the District's Phase 2 & Phase 3 Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$7,590,000 in debt to the properties within Assessment Area Two of the District benefiting from the Phase 2 & Phase 3 Capital Improvement Plan.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within Assessment Area Two of the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Phase 2 & Phase 3 Capital Improvement Plan needed to support the development of properties within Assessment Area Two; these construction costs are outlined in Table 2. The Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$9,586,446. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the Phase 2 & Phase 3 Capital Improvement Plan and related costs was determined by the District's Underwriter to total \$7,590,000. Table 3 shows the breakdown of the Bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for Assessment Area Two within the District is completed. Until the platting process occurs, the Phase 2 and Phase Capital Improvement Plan funded by District Bonds benefit all acres within Assessment Area Two of the District.

The initial assessments will be levied on an equal basis to all gross acreage within Assessment Area Two of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within Assessment Area Two of the District are benefiting from the Phase 2 & Phase 3 Capital Improvement Plan.

Once platting or the recording of a declaration of condominium of property within Assessment Area Two of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the assigned properties within Assessment Area Two of the District, which are the beneficiaries of the Phase 2 & Phase 3 Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to the development plan, a true up of the assessments will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report may be supplemented from time to time.

2.3 Allocation of Benefit

The Phase 2 & Phase 3 Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features and signage, and park and recreational facilities and professional fees along with related incidental costs. There is currently one product type within the planned development. The single-family home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular product type. It is important to note that the benefit derived from the Capital Improvements on a particular unit will exceed the assessments allocated to that unit to repay the costs for the improvements providing such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Phase 2 & Phase 3 Capital Improvement Plan will provide several types of infrastructure systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features and signage, and parks and recreational facilities. The benefit from the Phase 2 & Phase 3 Capital Improvement Plan accrue in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Phase 2 & Phase 3 Capital Improvement Plan to the assigned properties within Assessment Area Two of the District.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property within Assessment Area Two of the District, which flow to the properties as a result of their logical connection from the Phase 2 & Phase 3 Capital Improvement Plan.

For the provision of the Phase 2 & Phase 3 Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more

valuable than either the cost of, or the actual Special Assessment levied for the Capital Improvement as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Phase 2 & Phase 3 Capital Improvement Plan is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the Phase 2 & Phase 3 Capital Improvement Plan have been apportioned to the property within Assessment Area Two of the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated assigned properties within Assessment Area Two of the District are built and sold as planned, and the entire proposed Phase 2 & Phase 3 Capital Improvement Plan is constructed.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is approved, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein ("Assigned Property"). In addition, the District must also prevent any buildup of debt on property or land that could be fully conveyed and/or platted without all of the debt being allocated ("Unassigned Property"). To preclude this, when platting for 25%, 50%, 75% and 100% of the units

planned for platting has occurred within Assessment Area Two of the District, the District will determine the amount of anticipated Bond Special Assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of Assessment Area Two within the District. If the total anticipated Bond Special Assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

4.0 Assessment Roll

The District will initially distribute the Special Assessments across the property within Assessment Area Two of the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

TABLE 1
 CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT
 DEVELOPMENT PROGRAM
 SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO

Land Use	Total Assessable		Total ERUs
	Units	ERUs per Unit (1)	
<u>Assessment Area Two</u>			
Single Family - Phase 2	178	1.00	178
Single Family - Phase 3	171	1.00	171
Total Units	349		349

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family = 1 ERU

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
 CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT
 DEVELOPMENT PROGRAM
 SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO

Phase 2 & Phase 3 Capital Improvement Plan ("CIP") (1)	Phase 2	Phase 3	Total Cost Estimate
Offsite Improvements	\$356,000	\$342,000	\$698,000
Stormwater Management	\$979,000	\$1,025,950	\$2,004,950
Utilities (Water, Sewer, & Street Lighting)	\$1,602,000	\$1,625,100	\$3,227,100
Roadway	\$890,000	\$940,100	\$1,830,100
Entry Feature & Signage	\$178,000	\$256,500	\$434,500
Parks and Recreation Facilities	\$178,000	\$256,196	\$434,196
Contingencies	\$445,000	\$512,600	\$957,600
	\$4,628,000	\$4,958,446	\$9,586,446

(1) A detailed description of these improvements are provided in the Engineer's Report dated February 2, 2022.

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
 CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT
 DEVELOPMENT PROGRAM
 SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO

Description	Total
Construction Funds - Phase 2	\$ 2,867,785
Construction Funds - Phase 3	\$ 3,756,828
Debt Service Reserve	\$ 452,300
Capitalized Interest	\$ 161,288
Underwriters Discount	\$ 151,800
Cost of Issuance	\$ 200,000
Par Amount	\$ 7,590,000

Bond Assumptions:

Average Coupon Rate	4.25%
Amortization	30 years
Capitalized Interest	6 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
 CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT
 DEVELOPMENT PROGRAM
 SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
<u>Assessment Area Two</u>						
Single Family - Phase 2	178	1	178	100.00%	\$ 4,628,000	\$26,000
Single Family - Phase 3	171	1	171	100.00%	\$ 4,958,446	\$28,997
Totals	349				\$ 9,586,446	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
 CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT
 DEVELOPMENT PROGRAM
 SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO

Land Use	No. of Units *	Total Improvements Costs Per Product Type(1)	Allocation of Par Debt Per Product Type(1)	Par Debt Per Unit(1)
<u>Assessment Area Two</u>				
Single Family - Phase 2	178	\$ 4,628,000	\$ 3,285,700	\$18,459
Single Family - Phase 3	171	\$ 4,958,446	\$ 4,304,300	\$25,171
Totals	349	\$ 9,586,446	\$ 7,590,000	

* Unit mix is subject to change based on marketing and other factors

(1) Please note there are additional Improvements benefitting the Phase 2 Property and District debt assessments levied on the Phase 2 property. Refer to the District's Supplemental Assessment Methodology (Phase 1 and Phase 2) dated October 30, 2020.

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO

Series 2022 Bonds

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
<u>Assessment Area Two</u>						
Single Family - Phase 2	178	\$ 3,285,700	\$18,459	\$ 195,800	\$ 1,100	\$ 1,183
Single Family - Phase 3	171	\$ 4,304,300	\$25,171	\$ 256,500	\$ 1,500	\$ 1,613
Totals	349	\$ 7,590,000		\$ 452,300		

Series 2020 Bonds (Previous Bond Issue)(Phase 2)

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
<u>Assessment Area Two</u>						
Single Family - Phase 2	178	\$ 1,185,000	\$6,657	\$ 71,200	\$ 400	\$ 430
Totals	178	\$ 1,185,000		\$ 71,200		

Combined Assessments (Phase 2)

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
<u>Assessment Area Two</u>						
Single Family - Phase 2	178	\$ 4,470,700	\$25,116	\$ 267,000	\$ 1,500	\$ 1,613
Totals	178	\$ 4,470,700		\$ 267,000		

(1) This amount includes collection fees and early payment discounts when collected on the Polk County Tax Bill

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
 CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT
 PRELIMINARY ASSESSMENT ROLL
 SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO

Series 2022 Bonds

Owner	Property*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
KRPC East Johnson, LLC	27-27-23-000000-023001	58.10	\$98,635	\$ 5,730,721	\$ 341,503	\$ 367,207
KRPC East Johnson, LLC	27-27-24-000000-044020	18.85	\$98,635	\$ 1,859,279	\$ 110,797	\$ 119,137
Totals		76.95		\$ 7,590,000	\$ 452,300	\$ 486,344

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

*Refer to Legal Description attached as "Exhibit A"

Annual Assessment Periods	30
Average Coupon Rate (%)	4.25%
Maximum Annual Debt Service	\$452,300

Prepared by: Governmental Management Services - Central Florida, LLC

SECTION VI

*Item will be
provided under
separate cover.*

SECTION VII

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR AND AUTHORIZING THE USE OF ELECTRONIC DOCUMENTS AND SIGNATURES; ADOPTING AND IMPLEMENTING ELECTRONIC DOCUMENT CONTROL PROCESSES AND PROCEDURES; PROVIDING FOR SEVERABILITY AND 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 situated within the City of Haines City, Polk County, Florida; 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, Chapter 190, *Florida Statutes* authorizes the District Board of Supervisors, to enter into various contracts for the purposes set forth therein; and

WHEREAS, the District Board of Supervisors finds that it is the interest of the District and its residents to reduce waste, costs, and to enhance services; and

WHEREAS, the District Board of Supervisors recognizes that the Florida Legislature, through the passage of The Electronic Signature Act of 1996, intended to, among other goals, facilitate economic development and efficient delivery of government services by means of reliable electronic messages and foster the development of electronic commerce through the use of electronic signatures to lend authenticity and integrity to writings in any electronic medium; and

WHEREAS, the District Board of Supervisors wishes to further these goals through the use of electronic documents and signatures.

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

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

SECTION 2. FORCE AND EFFECT OF ELECTRONIC DOCUMENTS AND SIGNATURES. Unless otherwise provided by law, electronic documents and signatures submitted to and on behalf of the District may be used for all purposes and shall have the same force and effect as printed documents and manual signatures.

SECTION 3. AUTHORIZING UTILIZATION OF ELECTRONIC SIGNATURES AND DOCUMENTS. All contractors and personnel associated with the District are hereby authorized and encouraged to utilize electronic documents and signatures when reasonably practicable and as permitted by law. The District Manager is authorized and directed to obtain the provision of electronic document services or platforms offered by nationally recognized third party vendors that increase the efficiency of the District's operations.

SECTION 4. CONTROLS PROCESSES AND PROCEDURES. The District Board of Supervisors hereby authorizes and directs the District Manager to create control processes and procedures consistent with Florida Law to ensure adequate integrity, security, confidentiality, and auditability of all transactions conducted using electronic commerce.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22nd day of March 2022.

ATTEST:

**CYPRESS PARK ESTATES
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair

SECTION VIII

SECTION A

REBATE REPORT

\$7,770,000

Cypress Park Estates Community Development Authority

(City of Haines City, Florida)

Special Assessment Bonds, Series 2020

(Assessment Area 1 Project)

Dated: November 12, 2020
Delivered: November 12, 2020

Rebate Report to the Computation Date
November 12, 2025
Reflecting Activity To
October 31, 2021



AMTEC

TABLE OF CONTENTS

AMTEC Opinion	3
Summary of Rebate Computations	4
Summary of Computational Information and Definitions	5
Methodology	7
Sources and Uses	8
Proof of Arbitrage Yield	9
Bond Debt Service	11
Arbitrage Rebate Calculation Detail Report – Acquisition and Construction Account	13
Arbitrage Rebate Calculation Detail Report – Reserve Account	15
Arbitrage Rebate Calculation Detail Report – Interest Account	16



AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

November 24, 2021

Cypress Park Estates Community Development District
c/o Ms. Indhira Araujo
Governmental Management Services-CF, LLC
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

Re: \$7,770,000 Cypress Park Estates Community Development District (City of Haines City, Florida), Special Assessment Bonds, Series 2020 (Assessment Area 1 Project)

Dear Ms. Araujo:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Cypress Park Estates Community Development District (the "District")

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebutable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebutable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebutable Arbitrage.

We have scheduled our next Report as of October 31, 2022. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Caitlyn C. McGovern
Analyst

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the November 12, 2025 Computation Date
Reflecting Activity from November 12, 2020 through October 31, 2021

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition and Construction Account	0.005969%	140.82	(111,554.35)
Reserve Account	0.006003%	25.75	(20,059.63)
Interest Account	0.005982%	12.40	(9,731.56)
Totals	0.005975%	\$178.97	\$(141,345.54)
Bond Yield	3.971132%		

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from November 12, 2020, the date of the closing, to October 31, 2021, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of November 12, 2025.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between November 12, 2020 and October 31, 2021, the District made periodic payments into the Revenue Account, Interest Account and Sinking Account (collectively, the Debt Service Fund) that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

November 12, 2025.

7. Computation Period

The period beginning on November 12, 2020, the date of the closing, and ending on October 31, 2021.

8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

11. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Fund	Account Number
Revenue	229427000
Interest	229427001
Sinking	229427002
Reserve	229427003
Prepayment	229427004
Acquisition and Construction	229427005

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebatable Arbitrage, as of October 31, 2021, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to November 12, 2025. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on November 12, 2025, is the Rebatable Arbitrage.

\$7,770,000
Cypress Park Estates Community Development District
(City of Haines City, Florida)
Special Assessment Bonds, Series 2020
(Assessment Area 1 Project)
Delivered: November 12, 2020

Sources of Funds

Par Amount	\$7,770,000.00
Less Original Issue Discount	-71,478.65
Total	\$7,698,521.35

Uses of Funds

Acquisition and Construction Account	\$6,621,762.92
Reserve Account	442,500.00
Interest Account	283,762.45
Costs of Issuance	195,095.98
Underwriter's Discount	155,400.00
Total	\$7,698,521.35

PROOF OF ARBITRAGE YIELD

\$7,770,000

Cypress Park Estates Community Development District
 (City of Haines City, Florida)
 Special Assessment Bonds, Series 2020
 (Assessment Area 1 Project)

Date	Debt Service	Present Value to 11/12/2020 @ 3.9711315114%
05/01/2021	137,409.32	134,896.07
11/01/2021	146,353.13	140,879.05
05/01/2022	296,353.13	279,714.64
11/01/2022	144,384.38	133,624.84
05/01/2023	299,384.38	271,679.83
11/01/2023	142,350.00	126,662.20
05/01/2024	297,350.00	259,429.16
11/01/2024	140,315.63	120,037.84
05/01/2025	300,315.63	251,913.45
11/01/2025	138,215.63	113,682.04
05/01/2026	303,215.63	244,538.70
11/01/2026	135,534.38	107,178.28
05/01/2027	305,534.38	236,907.43
11/01/2027	132,771.88	100,945.27
05/01/2028	307,771.88	229,440.51
11/01/2028	129,928.13	94,974.20
05/01/2029	314,928.13	225,722.68
11/01/2029	126,921.88	89,199.32
05/01/2030	316,921.88	218,392.92
11/01/2030	123,834.38	83,673.68
05/01/2031	318,834.38	211,238.98
11/01/2031	120,056.25	77,992.88
05/01/2032	325,056.25	207,057.05
11/01/2032	116,084.38	72,504.77
05/01/2033	326,084.38	199,702.76
11/01/2033	112,015.63	67,265.75
05/01/2034	332,015.63	195,494.79
11/01/2034	107,753.13	62,211.09
05/01/2035	337,753.13	191,204.72
11/01/2035	103,296.88	57,338.69
05/01/2036	343,296.88	186,849.39
11/01/2036	98,646.88	52,646.13
05/01/2037	343,646.88	179,827.79
11/01/2037	93,900.00	48,180.50
05/01/2038	348,900.00	175,536.71
11/01/2038	88,959.38	43,885.40
05/01/2039	353,959.38	171,215.46
11/01/2039	83,825.00	39,757.99
05/01/2040	363,825.00	169,201.68
11/01/2040	78,400.00	35,751.11
05/01/2041	368,400.00	164,723.04
11/01/2041	72,600.00	31,829.71
05/01/2042	372,600.00	160,177.00
11/01/2042	66,600.00	28,073.26
05/01/2043	381,600.00	157,720.54
11/01/2043	60,300.00	24,437.60
05/01/2044	385,300.00	153,109.27
11/01/2044	53,800.00	20,962.64
05/01/2045	393,800.00	150,452.97
11/01/2045	47,000.00	17,606.95
05/01/2046	402,000.00	147,663.68
11/01/2046	39,900.00	14,370.83
05/01/2047	404,900.00	142,994.06
11/01/2047	32,600.00	11,288.83
05/01/2048	417,600.00	141,792.51
11/01/2048	24,900.00	8,289.98
05/01/2049	424,900.00	138,708.19

PROOF OF ARBITRAGE YIELD

\$7,770,000
 Cypress Park Estates Community Development District
 (City of Haines City, Florida)
 Special Assessment Bonds, Series 2020
 (Assessment Area 1 Project)

Date	Debt Service	Present Value
		to 11/12/2020 @ 3.9711315114%
11/01/2049	16,900.00	5,409.58
05/01/2050	431,900.00	135,556.75
11/01/2050	8,600.00	2,646.66
05/01/2051	438,600.00	132,351.59
	13,480,903.22	7,698,521.35

Proceeds Summary

Delivery date	11/12/2020
Par Value	7,770,000.00
Premium (Discount)	-71,478.65
Target for yield calculation	7,698,521.35

BOND DEBT SERVICE

\$7,770,000

Cypress Park Estates Community Development District
 (City of Haines City, Florida)
 Special Assessment Bonds, Series 2020
 (Assessment Area 1 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/12/2020					
05/01/2021			137,409.32	137,409.32	137,409.32
11/01/2021			146,353.13	146,353.13	
05/01/2022	150,000	2.625%	146,353.13	296,353.13	442,706.26
11/01/2022			144,384.38	144,384.38	
05/01/2023	155,000	2.625%	144,384.38	299,384.38	443,768.76
11/01/2023			142,350.00	142,350.00	
05/01/2024	155,000	2.625%	142,350.00	297,350.00	439,700.00
11/01/2024			140,315.63	140,315.63	
05/01/2025	160,000	2.625%	140,315.63	300,315.63	440,631.26
11/01/2025			138,215.63	138,215.63	
05/01/2026	165,000	3.250%	138,215.63	303,215.63	441,431.26
11/01/2026			135,534.38	135,534.38	
05/01/2027	170,000	3.250%	135,534.38	305,534.38	441,068.76
11/01/2027			132,771.88	132,771.88	
05/01/2028	175,000	3.250%	132,771.88	307,771.88	440,543.76
11/01/2028			129,928.13	129,928.13	
05/01/2029	185,000	3.250%	129,928.13	314,928.13	444,856.26
11/01/2029			126,921.88	126,921.88	
05/01/2030	190,000	3.250%	126,921.88	316,921.88	443,843.76
11/01/2030			123,834.38	123,834.38	
05/01/2031	195,000	3.875%	123,834.38	318,834.38	442,668.76
11/01/2031			120,056.25	120,056.25	
05/01/2032	205,000	3.875%	120,056.25	325,056.25	445,112.50
11/01/2032			116,084.38	116,084.38	
05/01/2033	210,000	3.875%	116,084.38	326,084.38	442,168.76
11/01/2033			112,015.63	112,015.63	
05/01/2034	220,000	3.875%	112,015.63	332,015.63	444,031.26
11/01/2034			107,753.13	107,753.13	
05/01/2035	230,000	3.875%	107,753.13	337,753.13	445,506.26
11/01/2035			103,296.88	103,296.88	
05/01/2036	240,000	3.875%	103,296.88	343,296.88	446,593.76
11/01/2036			98,646.88	98,646.88	
05/01/2037	245,000	3.875%	98,646.88	343,646.88	442,293.76
11/01/2037			93,900.00	93,900.00	
05/01/2038	255,000	3.875%	93,900.00	348,900.00	442,800.00
11/01/2038			88,959.38	88,959.38	
05/01/2039	265,000	3.875%	88,959.38	353,959.38	442,918.76
11/01/2039			83,825.00	83,825.00	
05/01/2040	280,000	3.875%	83,825.00	363,825.00	447,650.00
11/01/2040			78,400.00	78,400.00	
05/01/2041	290,000	4.000%	78,400.00	368,400.00	446,800.00
11/01/2041			72,600.00	72,600.00	
05/01/2042	300,000	4.000%	72,600.00	372,600.00	445,200.00
11/01/2042			66,600.00	66,600.00	
05/01/2043	315,000	4.000%	66,600.00	381,600.00	448,200.00
11/01/2043			60,300.00	60,300.00	
05/01/2044	325,000	4.000%	60,300.00	385,300.00	445,600.00
11/01/2044			53,800.00	53,800.00	
05/01/2045	340,000	4.000%	53,800.00	393,800.00	447,600.00
11/01/2045			47,000.00	47,000.00	
05/01/2046	355,000	4.000%	47,000.00	402,000.00	449,000.00
11/01/2046			39,900.00	39,900.00	
05/01/2047	365,000	4.000%	39,900.00	404,900.00	444,800.00
11/01/2047			32,600.00	32,600.00	
05/01/2048	385,000	4.000%	32,600.00	417,600.00	450,200.00
11/01/2048			24,900.00	24,900.00	
05/01/2049	400,000	4.000%	24,900.00	424,900.00	449,800.00

BOND DEBT SERVICE

\$7,770,000

Cypress Park Estates Community Development District
 (City of Haines City, Florida)
 Special Assessment Bonds, Series 2020
 (Assessment Area 1 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2049			16,900.00	16,900.00	
05/01/2050	415,000	4.000%	16,900.00	431,900.00	448,800.00
11/01/2050			8,600.00	8,600.00	
05/01/2051	430,000	4.000%	8,600.00	438,600.00	447,200.00
	7,770,000		5,710,903.22	13,480,903.22	13,480,903.22

\$7,770,000
 Cypress Park Estates Community Development District
 (City of Haines City, Florida)
 Special Assessment Bonds, Series 2020
 (Assessment Area 1 Project)
 Acquisition and Construction Account

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.971132%)
11/12/20	Beg Bal	-6,621,762.92	-8,060,476.61
11/12/20		54,592.16	66,453.43
11/13/20		447,756.32	544,981.03
11/16/20		2,871.50	3,493.87
12/07/20		3,832.55	4,652.53
12/15/20		247,544.33	300,244.21
12/15/20		646.80	784.50
12/15/20		168,498.27	204,369.98
12/15/20		2,533.75	3,073.16
12/15/20		587,987.68	713,164.79
12/15/20		126,153.00	153,009.80
12/22/20		34,421.85	41,718.03
12/24/20		-17,910.00	-21,701.53
12/30/20		415.00	502.53
12/30/20		1,892.50	2,291.64
12/30/20		807.50	977.81
01/08/21		355,044.48	429,549.65
01/12/21		-420,819.63	-508,905.15
01/13/21		1,585.00	1,916.56
01/15/21		16,312.16	19,720.14
01/21/21		46,944.09	56,714.60
01/29/21		71,340.16	86,112.96
01/29/21		155,053.00	187,160.67
02/10/21		384,769.73	463,888.40
02/10/21		233,800.25	281,875.67
02/11/21		446,169.78	537,855.15
02/11/21		65,751.52	79,263.09
02/25/21		118,913.22	143,130.17
02/25/21		1,437.50	1,730.25
02/25/21		-144,051.56	-173,387.99
03/02/21		7,944.00	9,554.51
03/02/21		208,095.95	250,283.73
03/10/21		2,059.47	2,474.83
03/10/21		1,829.70	2,198.72
03/16/21		55,057.20	66,117.89
03/17/21		823.00	988.23
03/18/21		-248,264.38	-298,074.22
03/26/21		7,115.80	8,536.00
03/31/21		33,395.48	40,043.17
03/31/21		5,858.00	7,024.09
03/31/21		754,909.87	905,181.89
04/01/21		-46,944.09	-56,282.61
04/01/21		46,944.09	56,282.61
04/01/21		2,453.00	2,940.97
04/12/21		6,295.20	7,538.43
04/12/21		852.50	1,020.86
04/12/21		555.50	665.21

\$7,770,000
 Cypress Park Estates Community Development District
 (City of Haines City, Florida)
 Special Assessment Bonds, Series 2020
 (Assessment Area 1 Project)
 Acquisition and Construction Account

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.971132%)
04/23/21		135,304.00	161,830.48
04/23/21		20,606.00	24,645.83
04/23/21		7,020.00	8,396.28
04/27/21		-32,505.28	-38,860.99
05/04/21		31,296.06	37,386.74
05/04/21		146,545.50	175,065.42
05/04/21		825,685.52	986,376.12
05/05/21		3,431.44	4,098.80
05/06/21		13,167.75	15,726.95
05/20/21		615.00	733.41
06/16/21		81,595.80	97,029.39
06/16/21		39,120.07	46,519.51
06/16/21		76,753.60	91,271.31
06/16/21		6,396.46	7,606.33
06/16/21		212,343.60	252,507.74
06/21/21		811.85	964.88
06/21/21		20,227.00	24,039.74
06/21/21		65,733.50	78,124.11
06/21/21		73,765.64	87,670.29
06/25/21		23,472.04	27,884.28
06/25/21		750.00	890.98
06/28/21		-45,822.65	-54,418.49
07/01/21		541.50	642.87
07/06/21		76,696.84	91,004.79
07/06/21		410.00	486.49
07/06/21		136,937.72	162,483.72
07/06/21		452,640.31	537,081.26
07/06/21		2,956.25	3,507.74
07/21/21		1,716.73	2,033.65
07/26/21		12,574.98	14,888.31
08/10/21		49,872.13	58,956.52
08/10/21		130,253.81	153,980.01
08/10/21		60,780.00	71,851.30
08/17/21		156,936.60	185,381.37
10/31/21	Bal	0.77	0.90

11/12/25	TOTALS:	140.82	-111,554.35

ISSUE DATE:	11/12/20	REBATABLE ARBITRAGE:	-111,554.35
COMP DATE:	11/12/25	NET INCOME:	140.82
BOND YIELD:	3.971132%	TAX INV YIELD:	0.005969%

\$7,770,000
 Cypress Park Estates Community Development District
 (City of Haines City, Florida)
 Special Assessment Bonds, Series 2020
 (Assessment Area 1 Project)
 Reserve Account

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.971132%)
11/12/20	Beg Bal	-442,500.00	-538,642.19
12/02/20		1.39	1.69
01/05/21		2.26	2.74
02/02/21		2.25	2.72
03/02/21		2.04	2.45
04/02/21		2.25	2.70
05/04/21		2.19	2.62
06/02/21		2.25	2.68
07/02/21		2.18	2.59
08/03/21		2.25	2.66
09/02/21		2.26	2.67
10/04/21		2.18	2.56
10/31/21	MMkt Bal	442,500.00	518,551.86
10/31/21	MMkt Acc	2.25	2.64

11/12/25	TOTALS:	25.75	-20,059.63

ISSUE DATE:	11/12/20	REBATABLE ARBITRAGE:	-20,059.63
COMP DATE:	11/12/25	NET INCOME:	25.75
BOND YIELD:	3.971132%	TAX INV YIELD:	0.006003%

\$7,770,000
 Cypress Park Estates Community Development District
 (City of Haines City, Florida)
 Special Assessment Bonds, Series 2020
 (Assessment Area 1 Project)
 Interest Account

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.971132%)
11/12/20	Beg Bal	-283,762.45	-345,415.66
12/02/20		0.89	1.08
01/05/21		1.45	1.75
02/02/21		1.44	1.74
03/02/21		1.31	1.58
04/02/21		1.44	1.73
05/03/21		137,409.33	164,169.15
05/04/21		1.40	1.67
06/02/21		0.79	0.94
06/22/21		-394.14	-468.38
07/02/21		0.72	0.85
08/03/21		0.75	0.89
09/02/21		0.75	0.88
10/04/21		0.72	0.85
10/31/21	MMkt Bal	146,747.26	171,968.51
10/31/21	MMkt Acc	0.74	0.87

11/12/25	TOTALS:	12.40	-9,731.56

ISSUE DATE:	11/12/20	REBATABLE ARBITRAGE:	-9,731.56
COMP DATE:	11/12/25	NET INCOME:	12.40
BOND YIELD:	3.971132%	TAX INV YIELD:	0.005982%

SECTION B

REBATE REPORT

\$1,185,000

Cypress Park Estates Community Development Authority

(City of Haines City, Florida)

Special Assessment Bonds, Series 2020

(Assessment Area 2 – 2020 Project)

Dated: November 12, 2020
Delivered: November 12, 2020

Rebate Report to the Computation Date
November 12, 2025
Reflecting Activity To
October 31, 2021



AMTEC

TABLE OF CONTENTS

AMTEC Opinion	3
Summary of Rebate Computations	4
Summary of Computational Information and Definitions	5
Methodology	7
Sources and Uses	8
Proof of Arbitrage Yield	9
Bond Debt Service	11
Arbitrage Rebate Calculation Detail Report – Acquisition and Construction Account	13
Arbitrage Rebate Calculation Detail Report – Reserve Account	14
Arbitrage Rebate Calculation Detail Report – Interest Account	15



AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

November 24, 2021

Cypress Park Estates Community Development District
c/o Ms. Indhira Araujo
Governmental Management Services-CF, LLC
6200 Lee Vista Boulevard
Orlando, FL 32822

Re: \$1,185,000 Cypress Park Estates Community Development District (City of Haines City, Florida), Special Assessment Bonds, Series 2020 (Assessment Area 2 - 2020 Project)

Dear Ms. Araujo:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Cypress Park Estates Community Development District (the "District")

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebataable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebataable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebataable Arbitrage.

We have scheduled our next Report as of October 31, 2022. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Caitlyn C. McGovern
Analyst

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the November 12, 2025 Computation Date

Reflecting Activity from November 12, 2020 through October 31, 2021

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition and Construction Account	0.006033%	56.61	(46,070.32)
Reserve Account	0.005973%	4.12	(3,381.48)
Interest Account	0.006011%	2.05	(1,678.46)
Totals	0.006029%	\$62.78	\$(51,130.26)
Bond Yield	4.134312%		

Based upon our computations, no rebate or yield reduction liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from November 12, 2020, the date of the closing, to October 31, 2021, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of November 12, 2025.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between November 12, 2020 and October 31, 2021, the District made periodic payments into the Revenue Account, Interest Account and Sinking Account (collectively, the Debt Service Fund) that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

November 12, 2025.

7. Computation Period

The period beginning on November 12, 2020, the date of the closing, and ending on October 31, 2021.

8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

11. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Fund	Account Number
Revenue	253204000
Interest	253204001
Sinking	253204002
Reserve	253204003
Prepayment	253204004
Acquisition and Construction	253204005

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebatable Arbitrage, as of October 31, 2021, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to November 12, 2025. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on November 12, 2025, is the Rebatable Arbitrage.

\$1,185,000
Cypress Park Estates Community Development District
(City of Haines City, Florida)
Special Assessment Bonds, Series 2020
(Assessment Area 2 - 2020 Project)
Delivered: November 12, 2020

Sources of Funds

Par Amount	\$1,185,000.00
Less Original Issue Discount	-7,768.20
Total	\$1,177,231.80

Uses of Funds

Acquisition and Construction Account	\$1,005,936.71
Reserve Account	71,156.26
Interest Account	46,684.81
Costs of Issuance	29,754.02
Underwriter's Discount	23,700.00
Total	\$1,177,231.80

PROOF OF ARBITRAGE YIELD

\$1,185,000

Cypress Park Estates Community Development District
 (City of Haines City, Florida)
 Special Assessment Bonds, Series 2020
 (Assessment Area 2 - 2020 Project)

Date	Debt Service	Present Value to 11/12/2020 @ 4.1343115166%
05/01/2021	22,606.68	22,176.54
11/01/2021	24,078.13	23,141.62
05/01/2022	44,078.13	41,505.74
11/01/2022	23,678.13	21,844.72
05/01/2023	43,678.13	39,479.99
11/01/2023	23,278.13	20,614.61
05/01/2024	43,278.13	37,549.96
11/01/2024	22,878.13	19,448.02
05/01/2025	47,878.13	39,875.50
11/01/2025	22,378.13	18,260.25
05/01/2026	47,378.13	37,876.93
11/01/2026	21,878.13	17,136.46
05/01/2027	46,878.13	35,974.53
11/01/2027	21,378.13	16,073.43
05/01/2028	46,378.13	34,163.79
11/01/2028	20,878.13	15,068.10
05/01/2029	50,878.13	35,975.92
11/01/2029	20,278.13	14,048.27
05/01/2030	50,278.13	34,126.20
11/01/2030	19,678.13	13,085.99
05/01/2031	49,678.13	32,366.97
11/01/2031	19,078.13	12,178.30
05/01/2032	49,078.13	30,693.95
11/01/2032	18,478.13	11,322.35
05/01/2033	48,478.13	29,103.05
11/01/2033	17,878.13	10,515.47
05/01/2034	52,878.13	30,471.71
11/01/2034	17,178.13	9,698.63
05/01/2035	52,178.13	28,862.71
11/01/2035	16,478.13	8,930.39
05/01/2036	51,478.13	27,333.76
11/01/2036	15,778.13	8,208.17
05/01/2037	55,778.13	28,429.46
11/01/2037	14,978.13	7,479.56
05/01/2038	54,978.13	26,898.16
11/01/2038	14,178.13	6,796.19
05/01/2039	54,178.13	25,443.95
11/01/2039	13,378.13	6,155.59
05/01/2040	58,378.13	26,317.14
11/01/2040	12,478.13	5,511.27
05/01/2041	57,478.13	24,872.48
11/01/2041	11,550.00	4,896.80
05/01/2042	56,550.00	23,489.68
11/01/2042	10,621.88	4,322.75
05/01/2043	60,621.88	24,171.40
11/01/2043	9,590.63	3,746.57
05/01/2044	59,590.63	22,807.54
11/01/2044	8,559.38	3,209.64
05/01/2045	63,559.38	23,351.14
11/01/2045	7,425.00	2,672.63
05/01/2046	62,425.00	22,014.81
11/01/2046	6,290.63	2,173.52
05/01/2047	61,290.63	20,748.11
11/01/2047	5,156.25	1,710.14
05/01/2048	65,156.25	21,172.32
11/01/2048	3,918.75	1,247.60
05/01/2049	63,918.75	19,937.40

PROOF OF ARBITRAGE YIELD

\$1,185,000
 Cypress Park Estates Community Development District
 (City of Haines City, Florida)
 Special Assessment Bonds, Series 2020
 (Assessment Area 2 - 2020 Project)

Date	Debt Service	Present Value
		to 11/12/2020 @ 4.1343115166%
11/01/2049	2,681.25	819.39
05/01/2050	67,681.25	20,264.54
11/01/2050	1,340.63	393.27
05/01/2051	66,340.63	19,066.71
	2,102,400.68	1,177,231.80

Proceeds Summary

Delivery date	11/12/2020
Par Value	1,185,000.00
Premium (Discount)	-7,768.20
Target for yield calculation	1,177,231.80

BOND DEBT SERVICE

\$1,185,000
Cypress Park Estates Community Development District
(City of Haines City, Florida)
Special Assessment Bonds, Series 2020
(Assessment Area 2 - 2020 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/12/2020					
05/01/2021			22,606.68	22,606.68	22,606.68
11/01/2021			24,078.13	24,078.13	
05/01/2022	20,000	4.000%	24,078.13	44,078.13	68,156.26
11/01/2022			23,678.13	23,678.13	
05/01/2023	20,000	4.000%	23,678.13	43,678.13	67,356.26
11/01/2023			23,278.13	23,278.13	
05/01/2024	20,000	4.000%	23,278.13	43,278.13	66,556.26
11/01/2024			22,878.13	22,878.13	
05/01/2025	25,000	4.000%	22,878.13	47,878.13	70,756.26
11/01/2025			22,378.13	22,378.13	
05/01/2026	25,000	4.000%	22,378.13	47,378.13	69,756.26
11/01/2026			21,878.13	21,878.13	
05/01/2027	25,000	4.000%	21,878.13	46,878.13	68,756.26
11/01/2027			21,378.13	21,378.13	
05/01/2028	25,000	4.000%	21,378.13	46,378.13	67,756.26
11/01/2028			20,878.13	20,878.13	
05/01/2029	30,000	4.000%	20,878.13	50,878.13	71,756.26
11/01/2029			20,278.13	20,278.13	
05/01/2030	30,000	4.000%	20,278.13	50,278.13	70,556.26
11/01/2030			19,678.13	19,678.13	
05/01/2031	30,000	4.000%	19,678.13	49,678.13	69,356.26
11/01/2031			19,078.13	19,078.13	
05/01/2032	30,000	4.000%	19,078.13	49,078.13	68,156.26
11/01/2032			18,478.13	18,478.13	
05/01/2033	30,000	4.000%	18,478.13	48,478.13	66,956.26
11/01/2033			17,878.13	17,878.13	
05/01/2034	35,000	4.000%	17,878.13	52,878.13	70,756.26
11/01/2034			17,178.13	17,178.13	
05/01/2035	35,000	4.000%	17,178.13	52,178.13	69,356.26
11/01/2035			16,478.13	16,478.13	
05/01/2036	35,000	4.000%	16,478.13	51,478.13	67,956.26
11/01/2036			15,778.13	15,778.13	
05/01/2037	40,000	4.000%	15,778.13	55,778.13	71,556.26
11/01/2037			14,978.13	14,978.13	
05/01/2038	40,000	4.000%	14,978.13	54,978.13	69,956.26
11/01/2038			14,178.13	14,178.13	
05/01/2039	40,000	4.000%	14,178.13	54,178.13	68,356.26
11/01/2039			13,378.13	13,378.13	
05/01/2040	45,000	4.000%	13,378.13	58,378.13	71,756.26
11/01/2040			12,478.13	12,478.13	
05/01/2041	45,000	4.125%	12,478.13	57,478.13	69,956.26
11/01/2041			11,550.00	11,550.00	
05/01/2042	45,000	4.125%	11,550.00	56,550.00	68,100.00
11/01/2042			10,621.88	10,621.88	
05/01/2043	50,000	4.125%	10,621.88	60,621.88	71,243.76
11/01/2043			9,590.63	9,590.63	
05/01/2044	50,000	4.125%	9,590.63	59,590.63	69,181.26
11/01/2044			8,559.38	8,559.38	
05/01/2045	55,000	4.125%	8,559.38	63,559.38	72,118.76
11/01/2045			7,425.00	7,425.00	
05/01/2046	55,000	4.125%	7,425.00	62,425.00	69,850.00
11/01/2046			6,290.63	6,290.63	
05/01/2047	55,000	4.125%	6,290.63	61,290.63	67,581.26
11/01/2047			5,156.25	5,156.25	
05/01/2048	60,000	4.125%	5,156.25	65,156.25	70,312.50
11/01/2048			3,918.75	3,918.75	
05/01/2049	60,000	4.125%	3,918.75	63,918.75	67,837.50

BOND DEBT SERVICE

\$1,185,000

Cypress Park Estates Community Development District
 (City of Haines City, Florida)
 Special Assessment Bonds, Series 2020
 (Assessment Area 2 - 2020 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2049			2,681.25	2,681.25	
05/01/2050	65,000	4.125%	2,681.25	67,681.25	70,362.50
11/01/2050			1,340.63	1,340.63	
05/01/2051	65,000	4.125%	1,340.63	66,340.63	67,681.26
	1,185,000		917,400.68	2,102,400.68	2,102,400.68

\$1,185,000
 Cypress Park Estates Community Development District
 (City of Haines City, Florida)
 Special Assessment Bonds, Series 2020
 (Assessment Area 2 - 2020 Project)
 Acquisition and Construction Account

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.134312%)
11/12/20	Beg Bal	-1,005,936.71	-1,234,328.58
12/24/20		-420,819.63	-513,904.85
12/28/20		420,819.63	513,671.24
08/10/21		407.89	485.48
08/10/21		7,324.00	8,717.22
08/10/21		4,040.00	4,808.52
08/17/21		2,930.51	3,485.20
08/20/21		60,780.00	72,259.82
08/20/21		15,648.03	18,603.55
09/08/21		-60,780.00	-72,112.12
09/16/21		2,550.00	3,022.68
09/16/21		2,744.80	3,253.59
09/16/21		1,480.00	1,754.34
09/20/21		251,985.11	298,558.92
09/28/21		27,817.22	32,928.65
10/04/21		-1,480.00	-1,750.76
10/04/21		1,480.00	1,750.76
10/07/21		1,125.00	1,330.36
10/07/21		685.00	810.04
10/31/21	MMkt Bal	687,251.37	810,580.44
10/31/21	MMkt Acc	4.39	5.18

11/12/25	TOTALS:	56.61	-46,070.32

ISSUE DATE:	11/12/20	REBATABLE ARBITRAGE:	-46,070.32
COMP DATE:	11/12/25	NET INCOME:	56.61
BOND YIELD:	4.134312%	TAX INV YIELD:	0.006033%

\$1,185,000
 Cypress Park Estates Community Development District
 (City of Haines City, Florida)
 Special Assessment Bonds, Series 2020
 (Assessment Area 2 - 2020 Project)
 Reserve Account

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.134312%)
11/12/20	Beg Bal	-71,156.26	-87,311.86
12/02/20		0.22	0.27
01/05/21		0.36	0.44
02/02/21		0.36	0.44
03/02/21		0.33	0.40
04/02/21		0.36	0.43
05/04/21		0.35	0.42
06/02/21		0.36	0.43
07/02/21		0.35	0.42
08/03/21		0.36	0.43
09/02/21		0.36	0.43
10/04/21		0.35	0.41
10/31/21	MMkt Bal	71,156.26	83,925.44
10/31/21	MMkt Acc	0.36	0.42

11/12/25	TOTALS:	4.12	-3,381.48

ISSUE DATE:	11/12/20	REBATABLE ARBITRAGE:	-3,381.48
COMP DATE:	11/12/25	NET INCOME:	4.12
BOND YIELD:	4.134312%	TAX INV YIELD:	0.005973%

\$1,185,000
 Cypress Park Estates Community Development District
 (City of Haines City, Florida)
 Special Assessment Bonds, Series 2020
 (Assessment Area 2 - 2020 Project)
 Interest Account

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.134312%)
11/12/20	Beg Bal	-46,684.81	-57,284.31
12/02/20		0.15	0.18
01/05/21		0.24	0.29
02/02/21		0.24	0.29
03/02/21		0.22	0.27
04/02/21		0.24	0.29
05/03/21		22,606.68	27,205.41
05/04/21		0.23	0.28
06/02/21		0.13	0.16
06/22/21		-60.10	-71.92
07/02/21		0.12	0.14
08/03/21		0.12	0.14
09/02/21		0.12	0.14
10/04/21		0.12	0.14
10/31/21	MMkt Bal	24,138.23	28,469.90
10/31/21	MMkt Acc	0.12	0.14

11/12/25	TOTALS:	2.05	-1,678.46

ISSUE DATE:	11/12/20	REBATABLE ARBITRAGE:	-1,678.46
COMP DATE:	11/12/25	NET INCOME:	2.05
BOND YIELD:	4.134312%	TAX INV YIELD:	0.006011%

SECTION IX



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

CONTRACTOR: Legacy Construction Services Group Inc
D.B.A Pro Playgrounds **EIN:** 27-1850232

ADDRESS: 1563 Capital Circle SE, # 144 **CITY, STATE & ZIP CODE:** Tallahassee, FL 32301

CONTACT: Paul Adrianse **PHONE #:** 800-573-7529 **FAX#:** (850) 254-7150

TOTAL CONTRACT AMOUNT: \$107936.47

PROJECT NAME: Cypress Park Estates Amenity Center **AGREEMENT #:** 13962

PROJECT ADDRESS: 1831 Silverbell Loop, Haines City, Florida 33844

OWNER: Cypress Park Estates CDD c/o Jill Burns

219 E. Livingston St.

Orlando, FL 32801

THIS AGREEMENT made and entered into on this the 28th day of December, 2021, by and between Legacy Construction Services Group Inc D.B.A Pro Playgrounds, a Florida Corporation hereinafter referred to as "Contractor" and Cypress Park Estates CDD c/o Jill Burns, identified above hereinafter referred to as "Owner". Owner includes the individual or entity listed above, as well as agents authorized to act on their behalf, Owner may be the actual Owner of said property, Prime Contractor, or other authorized Contractee or Agent of Owner.

WITNESSETH

WHEREAS Owner desires to:

Furnish all labor, materials and permitting to:

1. Install 1x Play structure and single post swing with cantilever arm
2. Install 1x custom sail structure at Pool
3. assemble and place 2x soccer goals
4. assemble and place two benches with backs, one receptacle at playground
5. assemble and place two benches with backs at dog park area with two pet waste receptacles
6. install borders, half ramp and loose rubber mulch
7. assemble one picnic table and install one 16x16x8 picnic shade over table
8. install one loop bike rack, surface mount
9. Permit shades

at the address known as Cypress Park Estates CDD, hereinafter referred to as "Property"

AND WHEREAS Contractor warrants being qualified and capable of performing and completing the Work specified herein,

NOW THEREFORE, in consideration of the mutual promises and premises herein contained, Owner and Contractor agree to meet and satisfy all terms and conditions in this contract as follows:

Contractor Initial aa

Owner Initial SHS



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

ARTICLE 1 – SCOPE OF WORK

1.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to Install 1x Play structure and single post swing with cantilever arm, 1x custom sail structure at Pool, assemble and place 2x soccer goals, assemble and place two benches with backs, one receptacle at playground, assemble and place two benches with backs at dog park area with two pet waste receptacles, install borders, half ramp and loose rubber mulch, assemble one picnic table and install one 16x16x8 picnic shade over table, install one loop bike rack, surface mount..; hereinafter referred to as the "Work" all in strict accordance with the drawings, plans, estimates, proposals and other documents which are attached hereto as Exhibit(s) and expressly incorporated herein by reference and made a part hereof and hereinafter referred to as the "Contract Documents". Contract documents include:

1. 2D/3D Site Plans.
2. Estimates.
3. Insurance Certificates.
4. Manufactures Warranties.

- 1.2 Contractor shall not be responsible or held liable for any Work or complications that arise by items or conditions outside of the scope of this Agreement. This includes but is not limited to drainage issues, unforeseen conditions, grading and erosion problems, and any and all things outside of the scope of this Agreement.
- 1.3 Contractor shall complete an excavation permit known as an 811 permit in advance of starting Work as required by law. This service is provided by the utility companies to mark out utility lines on the property. On private property, the free 811 services may not be able or be willing to locate all buried utilities. In this instance, Owner may at its discretion and expense choose to hire and utilize a private company for the purpose of locating buried utilities or hazards not detected by the free 811 service and is encouraged to do so.
- 1.4 Owner acknowledges Contractor shall not be responsible for any damage to unmarked buried utilities, nor shall Contractor repair or pay for the repair of damaged utilities that have not been marked. The term utilities mean any buried object including but not limited to: irrigation lines, water lines, gas lines, electrical lines, data and communication lines, sewer lines, septic tanks, fuel storage tanks or any other buried objects. The term marked means that the entire path of the object has been marked clearly and accurately within 24" of the object on the ground via fluorescent marking paint or flags.
- 1.5 Contractor shall not be responsible for any unforeseen soil anomalies or differing site conditions, should soil abnormalities be encountered, including rock, muck or any other items that may create additional work or installation difficulties, those costs shall be adjusted via a change order. Owner is responsible for all geotechnical investigation.

ARTICLE 2 – PROSECUTION OF THE WORK

- 2.1 Due to the nature of the Scope, Contractor is at the mercy of its suppliers and manufacturer(s). Work cannot begin on any portion of the job until all material and equipment deliveries have been scheduled and confirmed. The items to complete the Work must be furnished and available to do so. Contractor will be in communication with Owner regarding the scheduling and delivery of materials as well as the prosecution of the Work on a regular basis.
- 2.2 The Contractor expressly understands that time is of the essence of this Agreement and therefore agrees to procure and prepare its materials and manufactured products in a timely manner so as to be ready to begin Work as soon as possible. Contractor shall perform all Work required under this Agreement in a diligent and prompt manner and shall proceed and operate in such ways to ensure the continued progression of the project and make all attempts to remain on schedule.

Contractor Initial aa

Page 2 of 8

Owner Initial SHS



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

- 2.3 The Work is tentatively scheduled to be completed by 6/18/21. This date is subject to materials and equipment being manufactured in a timely fashion that will allow Contractor to complete installation by said date. This date is subject to change based on these conditions. The estimated duration of the Work from start to finish is 14-18 days.
- 2.4 Not all Work will require a permit, for Work that does require a permit, the permitting process and responsibilities of Contractor and Owner shall be determined as follows:
- ☒ Contractor shall be responsible for acquiring necessary permits for this project.
 - ☐ Owner, Prime/General Contractor or other third party shall be responsible for acquiring necessary permits for this project.
 - ☐ Owner shall be responsible for the costs of all permits and related drawings and requirements.
 - ☒ Contractor shall be responsible for the costs of all permits and related drawings and requirements.

ARTICLE 3 – WORKMANSHIP

- 3.1 Work shall be executed in accordance with this Agreement and/or the Contract Documents. All Work shall be done in a good and Workmanlike manner. All materials shall be furnished in sufficient quantities to facilitate the progress of the Work and shall be new unless otherwise stated in this Agreement and/or the Contract Documents. The Contractor warrants that all materials furnished thereunder meet the requirements of this Agreement and/or the Contract Documents and implicitly warrants that they are both merchantable and for the purposes for which they are intended to be used.
- 3.2 Should any items, Work or portions thereof be delayed, damaged or altered by anyone other than Contractor, its employees or subcontractors, hereinafter referred to as "Others"; Owner shall hold those parties accountable for any loss or damages incurred as a result. Contractor shall not be held liable for any damages or costs incurred by Owner as a result of Others and may hold Others liable for its own costs or losses shall the be incurred.
- 3.3 Contractor agrees that it and its employees and subcontractors will maintain a professional appearance and conduct themselves in a professional manner at all times when Working.
- 3.4 The Contractor agrees it shall be responsible for the prevention of accidents to itself, its employees and applicable subcontractors engaged upon or in the vicinity of the Work.

ARTICLE 4 – PREMISES

- 4.1 Contractor agrees to keep the premises and other project areas reasonably clean of debris and trash resulting from the performance of Contractor's Work. Contractor will also make efforts to highlight and block off potentially hazardous areas or obstacles present on the premises during the construction process in compliance with regulations.
- 4.2 Owner has the right at any time to visits the premises to check on progress or for purposes of communication; however, Contractor must be notified of such visits to ensure the safety of the visitor(s), also these visits must not severely interfere with the progress of Work. Owner shall ~~defend~~ indemnify and hold harmless Contractor and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to bodily injury occurring while on the premises by Others before completion of the Work.
- 4.3 Contractor agrees to make all efforts to prevent damage to existing property on the premises. Should Owner suspect that Contractor or its employees or subcontractors have caused damage to Owners

Contractor Initial aa

Page 3 of 8

1-800-573-7529 | www.proplaygrounds.com

Owner Initial SHS



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

property; Owner shall notify Contractor of those damages in writing and request curing of said damages within 48 hours of their occurrence. Contractor agrees to rectify, repair or pay for the repair of any property damage for which it or its employees or subcontractors are directly responsible for. Contractor shall not be responsible for any event outside of Contractor's control that results in damage to Owners property including inclement weather, acts of God, theft, vandalism, damage by Others, etc.

ARTICLE 5 – INSURANCE AND BONDING

- 5.1 Contractor warrants that it maintains insurance(s) that will protect Contractor and its employees and in some instances Owner from claims under Workers compensation acts and for claims from damages that may result from or arise out of Contractor's operations during construction; whether such operations be by Contractor or anyone directly or indirectly employed by Contractor. Contractor warrants that it currently carries the following insurance(s) and stated insurance(s) and coverage(s) are documented in the Contract Documents:
1. ☒ Comprehensive General Liability Insurance with the following limits:
 - a) Bodily Injury and Death - \$2,000,000/occurrence; \$2,000,000/aggregate
 - b) Property Damage - \$2,000,000/occurrence; \$2,000,000/aggregate
 2. ☒ Worker's Compensation & Employers Liability with the following limits:
 - a) Each Accident - \$1,000,000
 - b) Disease - \$100,000/employee; \$500,000/policy limit

☐ State of Florida Workers Compensation Exemption
 3. ☒ Commercial Automobile Insurance with the following limits:
 - a) Bodily Injury - \$1,000,000/person; \$1,000,000/accident
 - b) Property Damage - \$1,000,000/accident
 - c) Personal Injury Protection (PIP) - \$10,000/person
- 5.2 Contractor shall not provide any form of bonding for this Work. Should Owner request any form of bond from Contractor that is not included in this Agreement or the Contract Documents, Owner shall pay the cost of those bonds in full.

ARTICLE 6 – CHANGES IN THE WORK

- 6.1 Both Owner and Contractor, without having invalidated this Agreement, may request changes to the Work scheduled to be performed as stated in this Agreement and/or within the Contract Documents consisting of additions, deletions or other revisions, hereinafter referred to as a "Change Order". Request(s) by either Owner or Contractor to make change(s) to the Work scheduled to be performed shall be subject to the discretion and acceptance of both parties.
- 6.2 All Change Orders shall be made using AIAG701-2001 Change Order or similar form.
- 6.3 Change Order(s), whether requested and completed by Contractor or Owner must be acknowledged by both Owner and Contractor, agreed upon by both Owner and Contractor and signed by both Owner and Contractor to be valid. Change Order(s) can only be signed by Contractor and Owner. Any Change Order(s) signed by individuals or representatives other than Contractor or Owner, unless specifically named in this Agreement and/or the Contract Documents will be invalid.
- 6.4 Approved Change Orders(s) will be considered as an amendment and/or revision to this Agreement and/or the Contract Documents but shall not invalidate this Agreement. Approved Change Order(s) may alter the total contract sum of this Agreement and/or the Contract Documents either as an increase or a decrease in cost depending upon the nature of the revision. Contractor agrees to provide documentation of this alteration to the total contract sum and bill accordingly. Owner agrees to verify documentation of all alterations to the total contract sum to its satisfaction and pay accordingly. All payments for change orders are subject to the payment terms in Article 9 of this document.

Contractor Initial

aa

Page 4 of 8

1-800-573-7529 | www.proplaygrounds.com

Owner Initial

SM



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

- 6.5 Generally, all items that have been furnished to the Property for the purpose of completing the Work are non-returnable and nonrefundable unless the request arises as a result of an error by the Contractor. Return policies for items are at the discretion of the manufacturers and suppliers and not the Contractor. Should Owner wish to return items it has purchased that have been furnished, ordered or are in production, and should manufacture or supplier allow Owner to do so, Owner shall bear the burden and all costs associated with doing so as set forth by the supplier or manufacturer. Such costs may include return shipping, restocking fees or any other fees or charges determined by the manufacture or supplier.

ARTICLE 7 – DEPOSITS


- 7.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents.
- 7.2 Contractor warrants that monies received for the performance of this contract, be they in the form of deposits or progress payments shall be used for labor, materials and procurement thereof entering into this Work and said monies shall not be diverted to satisfy obligations of the Contractor on other contracts or other financial obligations not related to the terms and conditions specific to this Agreement and/or the Contract Documents.
- 7.3 Owner shall provide Contractor with the following necessary deposit(s) to procure all required manpower, labor, supervision, tools, equipment, materials, permits and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents. Contractor shall provide Owner with a written request for such deposits and such requests shall serve as records if fulfilled. If Owner is obligated to provide Contractor with a deposit for services or goods, no Work shall be scheduled, and no goods shall be ordered until time at which said deposit has been received unless otherwise specified in this Agreement.
- ☐ Owner shall provide Contractor with a deposit for 100% of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.
 - ☐ Owner shall provide Contractor with a deposit for 50% of the cost of all goods and materials to complete all Work described and contained in this Agreement and/or within the Contract Documents.
 - ☒ Owner shall provide Contractor with a deposit in the amount of \$ 27,000 of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.

ARTICLE 8 – OWNER INSPECTION AND ACCEPTANCE

- 8.1 As the Work or portions thereof are completed in accordance with this Agreement and/or in the Contract Documents; Owner shall at its earliest convenience inspect the Work completed by Contractor and confirm that it conforms to descriptions and promises contained in this Agreement and/or the Contract Documents. Owner shall promptly make arrangements to pay Contractor for completed Work that is in compliance per the terms and conditions of Article 9 of this Agreement.
- 8.2 If Owner inspects Contractor's completed Work or portions thereof and believes that the Work completed is not in conformance to this Agreement or the Contract Documents, Owner shall notify Contractor in writing of the alleged non-conforming Work within 10 days of the Work being completed.
- 8.3 Owner agrees it will provide Contractor with photos of the claimed deficiencies, a itemized written list of the alleged non-conforming Work and what actions it believes are necessary to bring those items into compliance.
- 8.4 Upon receipt of the list and photos of the alleged non-conforming Work; Contractor shall have thirty (30) days to dispute, provide a plan to cure or repair and rectify the non-conforming Work at Contractor's expense should the claims be valid. Contractor shall document all efforts to cure all non-conforming Work

Contractor Initial aa

Page 5 of 8

Owner Initial 



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

via photographic evidence and written documentation and provide this documentation to the Owner in a timely manner.

- 8.5 All completed Work or portions thereof that are not in dispute for compliance shall be subject to the payment terms of Article 9 of this Agreement. Owner shall not withhold payment for any portion of the Work, or percentage thereof that is compliant as a means of insurance, security or as a cure to other portions of the Work that are noncompliant or under dispute thereof.

ARTICLE 9 - PAYMENT

- 9.1 As Work is completed in compliance with this Agreement and the representations contained herein; Owner shall make necessary preparations for payments due to Contractor in accordance with this Agreement; Change of Work Order(s) and/or the Contract Documents.
- 9.2 Contractor shall submit draw/payment requests to Owner as Work commences and is completed. All draw requests shall be submitted to Owner on AIAG702-1992, Application and Certificate for Payment **OR** via other traditional invoicing methods.
- 9.3 All outstanding and undisputed balances for goods and materials, Change of Work Order(s), labor or any other premise described in this Agreement, or the Contract Documents is due to Contractor within 30 days of invoicing. Failure by Owner to make payment to Contractor for any and all outstanding balances owed as stated and agreed upon in this Agreement, any outstanding Change Orders and/or the Contract Documents shall result in all outstanding balances being subject to penalty interest, that shall accrue at the maximum legal rate per month or 1.5%; whichever is greater, beginning 10 days after missed, late or partial payment. Owner shall be responsible for any costs related to attorneys' fees, court fees or other measures taken to collect on unpaid balances.
- 9.4 Owner shall not withhold any retainage from Contractor for undisputed Work or portions thereof.
- 9.5 If, through no fault of its own, Contractor is unable to continue Work, the schedule is changed, or Work is delayed or because of Owner or other individuals acting for or on behalf of Owner, then Owner shall promptly pay Contractor in full within 30 days of receiving invoice from Contractor for any Work completed, labor and materials furnished on the project, subject to the payment terms and conditions in Article 9 of this Agreement.
- 9.6 All materials and items furnished become the property of the Owner upon their delivery to the Property. Owner shall be responsible for the security and insurance of said items. All furnished items are eligible for billing and payment pursuant to the terms of this agreement regardless if they have been permanently affixed, installed or incorporated into a structure.
- 9.7 Should Owner refuse to accept delivery of products on site, Owner shall bear all costs with reconsignment, shipping, storage or return of those products.

ARTICLE 10 - RELEASE OF LIENS

- 10.1 ~~Contractor reserves the right to lien on all real property where materials and/or labor are furnished in relation to this Agreement and/or the Contract Documents in the event of delayed payment, nonpayment or underpayment.~~
- 10.2 Contractor shall supply Owner with a partial lien wavier for all deposits and progress payments made to Contractor by Owner.
- 10.3 Contractor agrees to provide Owner with a final and full lien waiver within ten (10) days of receiving final payment from Owner.

ARTICLE 11 - WARRANTIES

- 11.1 Contractor warrants and guarantees its Work to the full extent as required by the Contract Documents or anywhere in this Agreement. Contractor shall at its expense make good any faulty, defective, improper or

Contractor Initial aa

Page 6 of 8

1-800-573-7529 | www.proplaygrounds.com

Owner Initial SH



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

non-conforming portions of the Work discovered within one (1) year of the date of completion of the project or within such longer period as may be provided for in the Contract Documents or anywhere in this Agreement. The extension of this warranty does not include issues that would arise as a result of acts outside of Contractor's control such as inclement weather, acts of God, vandalism, theft, normal wear and tear, Owner alterations, damage by others, etc.

- 11.2 Warranty claims for rubber surfacing shall not be honored or enforceable if damage is a result of corrosive materials contaminating the surfacing, including but not limited to: sand, debris, dirt, bleach, chlorine, fuels, caustics.
- 11.3 If any portion of the Work was completed by Others then Contractor shall not be required to warranty those portions of the Work. As such, should a deficiency in the Work of Others create a deficiency in the Work of Contractor, then Others shall be held liable by the Owner and Contractor for the deficiency.
- 11.4 Some warranty claims may be the responsibility of a manufacturer(s) or supplier(s) and not a result of Contractor's actions - such as undetected manufacturing defects or equipment that develops defects as a result of normal use during a specific time period. Contractor shall furnish Owner with all manufacturer(s) and supplier(s) written guarantees and warranties covering equipment and materials furnished in this Agreement and/or the Contract Documents and shall assist Owner in the process of any warranty claims related to such equipment.
- 11.5 All warranties become null and void if the project is not paid for in full.

ARTICLE 12 – DISPUTE RESOLUTION

- 12.1 Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined exclusively in the Court of Leon County in the State of Florida or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any court of the United States located in the State of Florida, and each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts and agrees that it will not bring any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof in any court other than the aforesaid courts.
- 12.2 Subject to the limitations as otherwise set forth in this Agreement, if an action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

ARTICLE 13 – SEVERABILITY

- 13.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

ARTICLE 14 – MISCELLANEOUS ADDITIONS AND PROVISIONS

- 14.1 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Contractor** also warrants, agrees to and/or acknowledges the following:
 - 1. _____
 - 2. _____
 - 3. _____

Contractor Initial aa

Owner Initial SV



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

14.2 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Owner** also warrants, agrees to and/or acknowledges the following:

1. Owner agrees to send the deposit and is aware that the project will proceed without the deposit at this time to allow the project to commence in a timely fashion.
2. _____
3. _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 28th day of December, 2021.

CONTRACTOR: Legacy Construction
Services Group Inc.

OWNER: Cypress Park Estates CDDc/o Jill
Burns

Alana Adrianse

(Signature of Contractor)

Name/Title: Alana Adrianse, President

Address of Contractor:
Legacy Construction Services Group Inc.
1563 Capital Circle SE, #144
Tallahassee, FL 32301

Scott Burns, as Chairman

(Signature of Owner)

Name/Title:

Address of Owner:
Cypress Park Estates CDD
c/o Jill Burns
219 E. Livingston St.
Orlando, FL 32801

Contractor Initial

aa

Page 8 of 8

1-800-573-7529 | www.proplaygrounds.com

Owner Initial

SB

PRO PLAYGROUNDS*The Play & Recreation Experts*Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311**Quote**

Date	Estimate #
12/14/2021	13876

Project Name

Cypress Park Estates Amenity C...

**Customer / Bill To**Cypress Park Estates CDD
Jill Burns
219 E. Livingston St.
Orlando, FL 32801**Ship To**1831 Silverbell Loop
Haines City, Florida 33844

WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	Furnish all labor, materials and permitting to: 1. Install 1x Play structure and single post swing with cantilever arm 2. Install 1x custom sail structure at Pool 3. assemble and place 2x soccer goals 4. assemble and place two benches with backs, one receptacle at playground 5. assemble and place two benches with backs at dog park area with two pet waste receptacles 6. install borders, half ramp and loose rubber mulch 7. assemble one picnic table and install one 16x16x8 picnic shade over table 8. install one loop bike rack, surface mount 9. Permit shades			
21-QS-PKP023N	**PLAY EQUIPMENT** PKP023N-Hoosier Nest - Neutral	1	13,499.00	13,499.00T
21-QS-PSW110...	PSW110WS-1 Bay 1 Cantilever - Frame with Hangers, 1 Bay Belt Seat Package, 1 Seat Bucket Package	1	1,299.00	1,299.00T
Shipping CLR	Combined Shipping and Freight Charges Colors: swing frame green		2,700.00	2,700.00 0.00
CSSD	**SHADE** Custom Multi Sail Shade Design for Pool	1	22,832.14	22,832.14T

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal:**Sales Tax: (7.0%)****Total:**

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

1-800-573-7529 | www.proplaygrounds.com

PRO PLAYGROUNDS*The Play & Recreation Experts*Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311**Quote**

Date	Estimate #
12/14/2021	13876

Project Name

Cypress Park Estates Amenity C...

**Customer / Bill To**Cypress Park Estates CDD
Jill Burns
219 E. Livingston St.
Orlando, FL 32801**Ship To**1831 Silverbell Loop
Haines City, Florida 33844

WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
21-SD161608IG	16x16x8' Height -INGROUND - WITH GLIDE-SQUARE	1	4,505.00	4,505.00T
ENGDRAW	Engineered Drawings for Permitting	2	1,080.00	2,160.00
Shipping	Combined Shipping and Freight Charges	1	1,820.00	1,820.00
CLR	Colors: pool shade white columns and true blue fabric			0.00
CLR	Colors: picnic shade 16sq is brown columns and frame, forest green fabric			0.00
	SPORTS EQUIPMENT			
MISC	Soccer Goals (galvanize finish)	2	816.50	1,633.00
Shipping	Combined Shipping and Freight Charges	1	450.00	450.00
	SURFACING			
RMSKGS-MOC...	Ground Smart - Mocha Brown Playground Mulch - 2000lb Super Sack	14	499.00	6,986.00T
GFAB	Weed Barrier	900	0.20	180.00T
LPIN	Landscape pins for securing underlayment	2	55.00	110.00
21-APS-ADAHal...	ADA Half Ramp System for use with 8" or 12" borders	1	533.00	533.00T
21-APS-brdr8	8" Playground Border with Spike	48	30.00	1,440.00T
Shipping	Combined Shipping and Freight Charges		3,840.00	3,840.00
	DOG PARK			

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal:**Sales Tax: (7.0%)****Total:**

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

1-800-573-7529 | www.proplaygrounds.com

8



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Project Name
Cypress Park Estates Amenity C...



Date	Estimate #
12/14/2021	13876

Customer / Bill To
Cypress Park Estates CDD
Jill Burns
219 E. Livingston St.
Orlando, FL 32801

Ship To
1831 Silverbell Loop
Haines City, Florida 33844



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
21-PBARK-490	PET WASTE STATION - SQUARE RECEPTACLE, INGROUND (color choice: is green)	2	422.00	844.00T
Shipping	Combined Shipping and Freight Charges		450.00	450.00
	SITE FURNISHINGS			
21-TR32	32 Gallon Regal Standard Trash Receptacle, Receptacle Only	1	411.00	411.00T
21-LINER 32-BL...	Plastic Liner - Black Color	1	70.00	70.00T
21-DOME32 BL...	Plastic Dome Top for 32 Gallon Receptacles - Black Color	1	161.00	161.00T
21-B6WBRCS	6' Regal Standard Bench with Back, In-Ground Mount	4	643.00	2,572.00T
21-T6RC	6' Regal Rectangular Portable Table	1	1,194.00	1,194.00T
21-MSBR3-SM	Wave Bike Rack, 3-Hump, Surface Mount	1	682.00	682.00T
Shipping	Combined Shipping and Freight Charges	1	1,320.00	1,320.00
CLR	Colors: black frame and green coatings for benches, receptacle and table			0.00
CLR	Colors: bike rack black			0.00
	RAW MATERIALS & INSTALLATION			
TRSH	Fees for dumpsters, debris hauling or other trash/materials removal including spoils from excavations.	2	725.00	1,450.00
RBAR5	No. 5 Rebar	600	1.25	750.00
RMC	Ready Mix Concrete 2500 PSI MIN	20	195.00	3,900.00

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal:

Sales Tax: (7.0%)

Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

1-800-573-7529 | www.proplaygrounds.com

PRO PLAYGROUNDS

The Play & Recreation Experts

Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Project Name
Cypress Park Estates Amenity C...



Date	Estimate #
12/14/2021	13876

Customer / Bill To
Cypress Park Estates CDD
Jill Burns
219 E. Livingston St.
Orlando, FL 32801

Ship To
1831 Silverbell Loop
Haines City, Florida 33844



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
FLIFTDAY	Telescopic Fork Lift Daily Rental	1.5	1,308.10	1,962.15
PERMITS	Cost of Permitting	1	2,000.00	2,000.00
LBR	Labor and Installation- Playground, shades, site furnishings, surfacing, waste stations	1	25,961.25	25,961.25
DSC	Discount		-3,535.18	-3,535.18T

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal: \$104,179.36

Sales Tax: (7.0%) \$3,757.11

Total: \$107,936.47

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

1-800-573-7529 | www.proplaygrounds.com

SAS - Amount approved
Subject to Agreement
Jill Burns
as Chairman, Cypress Park Estates CDD

PLAYGROUND FOR CYPRESS PARK ESTATES AMENITY CENTER

PLAYGROUND EQUIPMENT

- Hoosier Nest Play System- PKP023
- 1-Bay – 1 Cantilever Single Post Swing- PSW110
- 16' X 16' X 8' Picnic Shade Structure
- 6' Rectangle Picnic Table
- 3 Hump Wave Bike Rack

PLAYGROUND INFORMATION

HOOSIER NEST PLAY SYSTEM
SKU: PKP023
Quantity: 1
Use Zone: 23' 8" X 30' 5"
Age Group: 2 to 12 Years



1 BAY - 1 CANTILEVER SINGLE POST SWING
SKU: PSW110
Quantity: 1



PICNIC SHADE STRUCTURE
Quantity: 1
Size: 16' x 16'
Entry Height: 8 ft.



6' RECTANGLE PICNIC TABLE
Quantity: 1



3 HUMP WAVE BIKE RACK
Quantity: 1



ProPlaygrounds, The Play
and Recreation Experts
1-800-573-PLAY
www.proplaygrounds.com

PROJECT NAME:
CYPRESS PARK
ESTATES AMENITY
CENTER

ADDRESS:
SILVER PALM DRIVE,
HAINES CITY,
FL 33844



REVISION: 3

DRAWN BY: MIM

DATE: 12.17.2021

SHEET 1 OF 6

PLAYGROUND FOR CYPRESS PARK ESTATES AMENITY CENTER

PLAYGROUND EQUIPMENT

- Custom Multi-Sail Shade Structure
- (2) X Soccer Goal- SGM-4X6E
- 32-Gal Expanded Metal Standard Trash Receptacle with Dome Lid
- (2) X Pet Waste Station- PBARK-490
- (4) X 6' Standard Bench with Back- B6WBRCS

PLAYGROUND INFORMATION

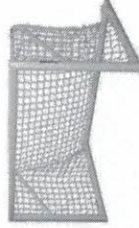
CUSTOM Multi-SAIL SHADE STRUCTURE

Quantity: 1
Size: 53' X 61'



SOCCER GOAL

SKU: SGM-4X6E
Quantity: 2



32-GAL EXPANDED METAL STANDARD TRASH RECEPTACLE WITH DOME LID

Quantity: 1



PET WASTE STATION

Model: PBARK-490
Quantity: 2



6' STANDARD BENCH WITH BACK

SKU: B6WBRCS
Quantity: 4



PROJECT NAME:

CYPRESS PARK
ESTATES AMENITY
CENTER

ADDRESS:

SILVER PALM DRIVE,
HAINES CITY,
FL 33844



REVISION:

3

DRAWN BY: MIM

DATE: 12.17.2021

SHEET 2 OF 6

PLAYGROUND FOR CYPRESS PARK ESTATES AMENITY CENTER



ProPlaygrounds, The Play
and Recreation Experts
1-800-573-PLAY
www.proplaygrounds.com

PROJECT NAME:
CYPRESS PARK
ESTATES AMENITY
CENTER

ADDRESS:
SILVER PALM DRIVE,
HAINES CITY,
FL 33844



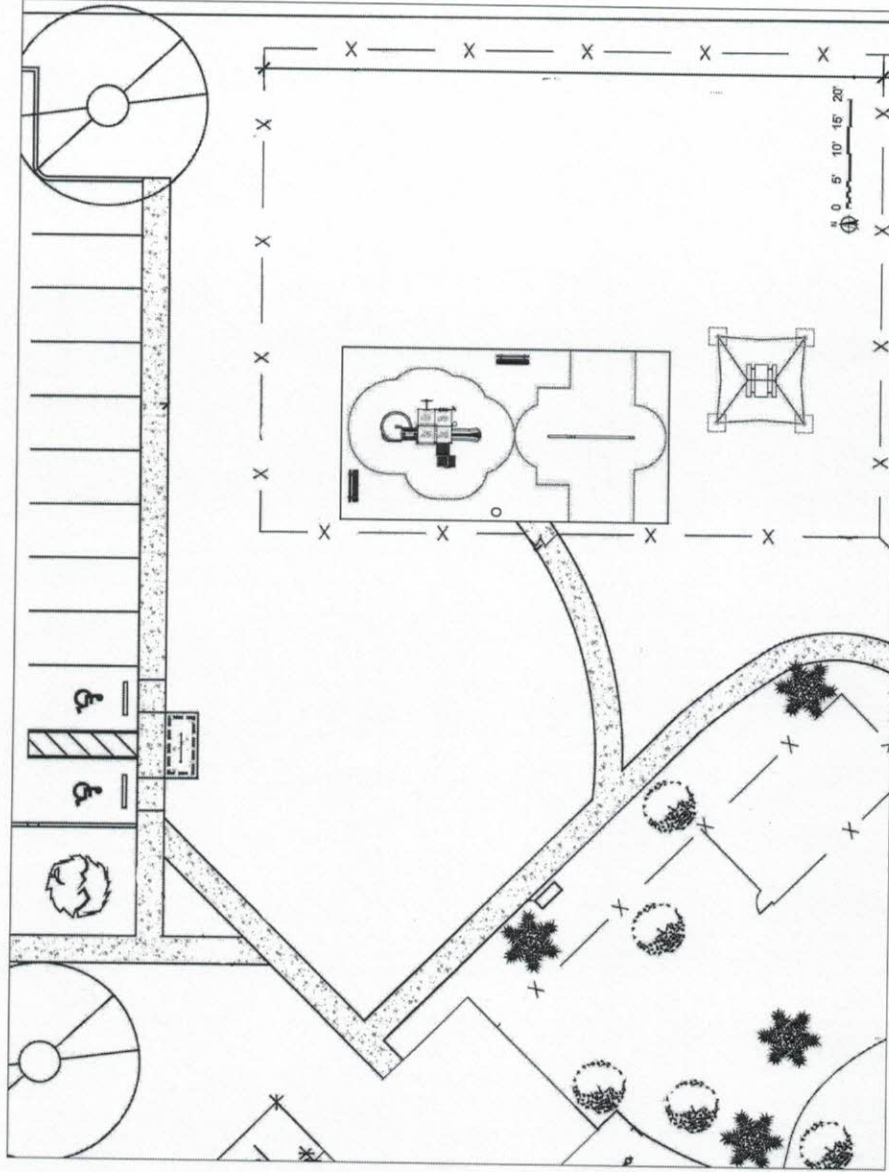
**TOTAL SURFACING
AREA:**
1,920 SQ.FT.
(32' X 60')

REVISION:
3

DRAWN BY: MM

DATE: 12.17.2021

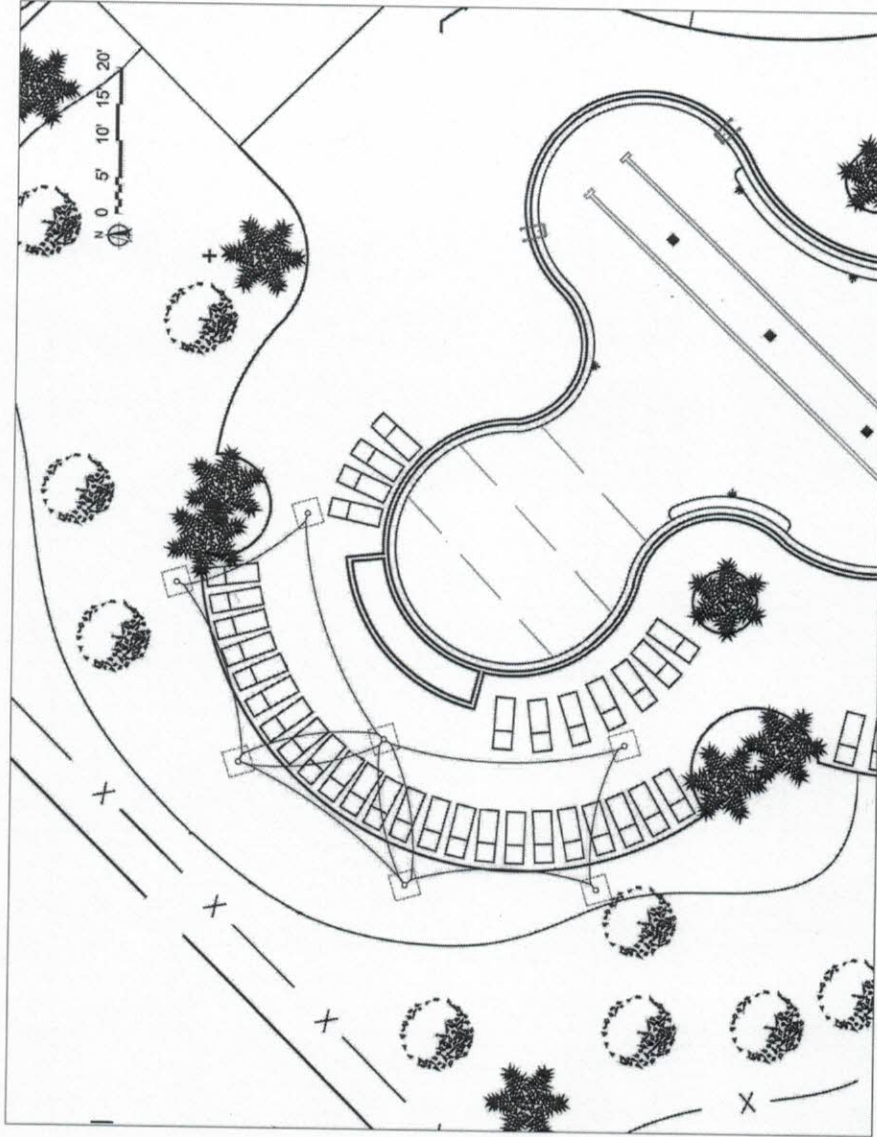
SHEET 3 OF 6



PLAYGROUND EQUIPMENT

- Hoosier Nest Play System- PKP023
- 1-Bay - 1 Cantilever Single Post Swing- PSW110
- (2) X 6' Standard Bench with Back- B6WBRCs
- 32-Gal Expanded Metal Standard Trash Receptacle with Dome Lid
- 16' X 16' X 8' Picnic Shade Structure
- 6' Rectangle Picnic Table
- 3 Hump Wave Bike Rack

PLAYGROUND FOR CYPRESS PARK ESTATES AMENITY CENTER



PLAYGROUND EQUIPMENT

- Custom Multi-Sail Shade Structure

PROJECT NAME:

CYPRESS PARK
ESTATES AMENITY
CENTER

ADDRESS:

SILVER PALM DRIVE,
HAINES CITY,
FL 33844



REVISION: 3

DRAWN BY: MM

DATE: 12.17.2021

SHEET 4 OF 6

PLAYGROUND FOR CYPRESS PARK ESTATES AMENITY CENTER



ProPlaygrounds, The Play
and Recreation Experts
1-800-573-PLAY
www.proplaygrounds.com

PROJECT NAME:
CYPRESS PARK
ESTATES AMENITY
CENTER

ADDRESS:
SILVER PALM DRIVE,
HAINES CITY,
FL 33844

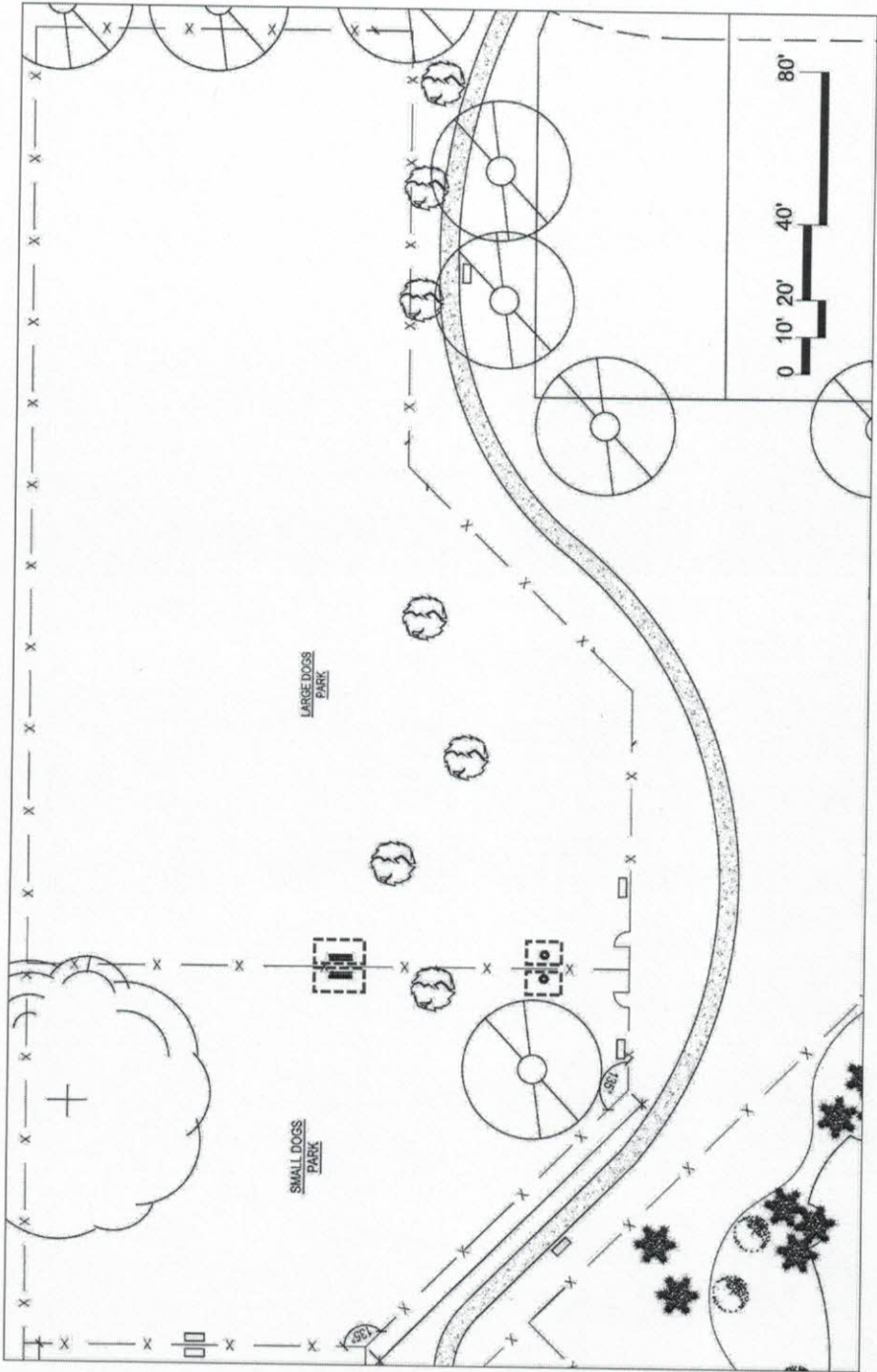


REVISION:
3

DRAWN BY: MM

DATE: 12.17.2021

SHEET 5 OF 6



PLAYGROUND EQUIPMENT

- (2) X 6' Standard Bench with Back- B6WBRCS
- (2) X Pet Waste Station- PBARK-490

PLAYGROUND FOR CYPRESS PARK ESTATES AMENITY CENTER



ProPlaygrounds, The Play
and Recreation Experts
1-800-573-PLAY
www.proplaygrounds.com

PROJECT NAME:
CYPRESS PARK
ESTATES AMENITY
CENTER

ADDRESS:
SILVER PALM DRIVE,
HAINES CITY,
FL 33844

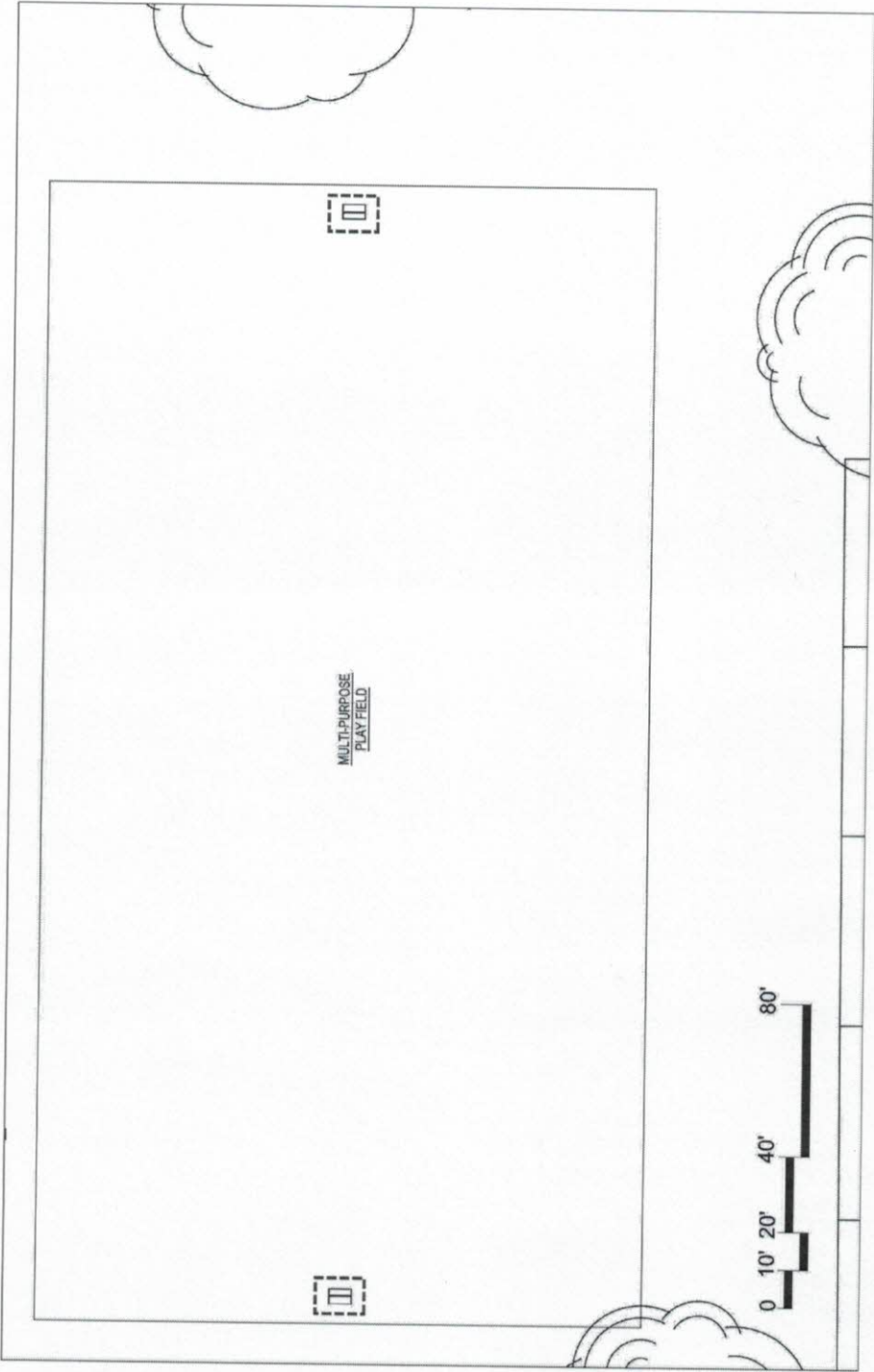


REVISION:
3

DRAWN BY: MM

DATE: 12.17.2021

SHEET 6 OF 6



MULTI-PURPOSE
PLAY FIELD

0 10' 20' 40' 80'

PLAYGROUND EQUIPMENT

- (2) X Soccer Goal- SGM-4X6E

SECTION X



Marsha M. Faux, CFA, ASA
POLK COUNTY PROPERTY APPRAISER
2022 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.

As of July 1, 2021, the Florida Public Records Exemptions Statute was amended as it relates to the publicly available records maintained by the county property appraiser and tax collector. As a result, exempt (aka confidential) parcels and accounts have been added back to our website and FTP data files. No owner names, mailing addresses, or official records (OR) books and pages of recorded documents related to these parcels/accounts, appear on the Property Appraiser's website or in FTP data files. In addition, the Polk County Property Appraiser's mapping site has been modified to accommodate the statutory change. See Senate Bill 781 for additional information.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages owned by individuals that have received exempt / confidential status, hereinafter referred to as "**confidential data**," will be protected as follows:

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying 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 data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** 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 information is released.

The term of this Agreement shall commence on **January 1, 2022** and shall run until **December 31, 2022**, 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, 2021

CYPRESS PARK ESTATES CDD

Signature: Jill Burns
Print: Jill Burns
Title: District Manager
Date: 1/17/22

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

SECTION XI

CONTRACT AGREEMENT

This Agreement made and entered into on Friday, December 03, 2021 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 2022 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, 2022 or the date signed below, whichever is later, and shall run until December 31, 2022, 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 2022 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 15, 2022**. 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 Thursday, September 15, 2022**. 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 2022 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 2022 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Thursday, September 15, 2022** 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.

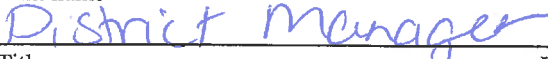
EXECUTED By:



Special District Representative



Print name



Title

Date

Marsha M. Faux, CFA, ASA

Polk County Property Appraiser

By:



Marsha M. Faux, Property Appraiser

SECTION XII

November 17, 2021
Rodney Gadd, P.E.
863-940-9979
rodney@gaddcivil.com
Gadd & Associates
1925 US Hwy 98, Suite 201
Lakeland, FL 33801

Reference: Amendment No. 1 - Baker Ave. at US 17/92

Dear Rodney,

This letter is intended to document the scope of services and design fee to support the work effort related to the design and permit of the turn lane for Baker Ave. at US 17/92, Amendment No. 1.

The following items are included in the Scope of Services:

1) Scope of Work

- a) Complete recent traffic counts to address comments received from FDOT's Access Permit review of the Cypress Park Estates Traffic Study.
- b) Update the Cypress Park Estates Traffic Study using the recent traffic counts.

2) Exclusions/Inclusions

- Permit Fees for the FDOT or Haines City.

3) Time Schedule

Work on this addendum will commence upon receipt of Notice to Proceed by signing below. All work will be conducted in accordance with the project schedule to be agreed with the Contractor. Timeframe to be coordinated and agreed with Contractor for submittal/approval to FDOT.

4) Fees

The Client will be invoiced as work is submitted for this Amendment No. 1 as shown in the table below for a total in the amount of **\$10,000.00 LS**. Should the scope expand in any way, CORE reserves the right to request compensation for any future impacts and costs which might arise or be caused by the change.

Total Fee Proposal Includes:

Task Description	Task Design Plans
Amendment No. 1	
Phase 1 – Traffic Counts	\$4,200.00
Phase 2 – Traffic Study	\$5,800.00
Total	\$10,000.00

Cypress Park Estates CPD
Company

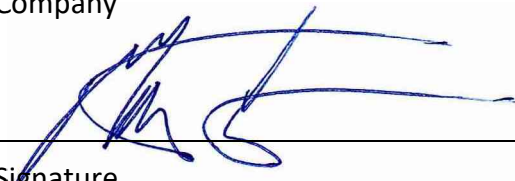

Signature

McKenzie D. Terrill
Printed Name

Vice Chair
Title

11-17-21
Date

Core Engineering Group, LLC
Company


Signature

Matthew Crosby, P.E.
Printed Name

Project Manager
Title

November 17, 2021
Date

SECTION XIII

SECTION C

SECTION 1



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 Real Property	Contact:	Steven Rosser
Address:	121 Garfield Avenue Winter Park, FL 32789 USA	Phone:	407-645-4400
Project Name:	Cypress Park Ph 1 & Ph2MG - RCO 9 - LS Transformer Pad	Fax:	
Project Location:	Baker Dairy Rd & East Johnson Avenue, Haines City, FL	Bid Number:	RCO09
Addendum #:	09	Bid Date:	6/11/2021

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
07 SANITARY SEWER				
Furnish & Install Transformer Pad	1.00	EACH	\$3,200.00	\$3,200.00
Total Price for above 07 SANITARY SEWER Items:				\$3,200.00

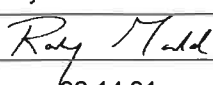

Total Bid Price: **\$3,200.00**

Notes:

• **General Conditions:**

1. Transformer Pad per request of Duke for work order on the Lift Station

Payment Terms:

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: Rodney Gadd Signature:  Date of Acceptance: 06.14.21	CONFIRMED: Jon M. Hall Company Authorized Signature:  Estimator: Raul Bozo 407-215-0410 rbozo@jonmhallcompany.com
--	---



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:	
Address:	121 Garfield Avenue Winter Park, FL 32789	Phone:	
Project Name:	Cypress Park - RCO 14 - Temp. Lift Station Generator	Bid Number:	RCO#14
Project Location:	Haines City, Polk County, FL	Bid Date:	7/28/2021
Addendum #:	14		

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
07 SANITARY SEWER				
Lift Station Temporary 100kW Generator	1.00	MO	\$4,070.00	\$4,070.00
Delivery / Pickup	2.00	EACH	\$595.00	\$1,190.00
Preventative Maintenance	1.00	MO	\$398.00	\$398.00
Total Price for above 07 SANITARY SEWER Items:				\$5,658.00
Total Price for above Items:				\$5,658.00

Total Bid Price: \$5,658.00

Notes:

• **Mobilization & General Conditions:**

1. This pricing is for 1 month duration. The prices will hold each month minus the delivery and pickup charge for the duration of rental.

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.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: Rodney A. Gadd, P.E. Signature: <u>Rodney A. Gadd</u> Date of Acceptance: <u>09.22.2021</u>	CONFIRMED: Jon M. Hall Company Authorized Signature: _____ Estimator: Raul Bozo 407-215-0410 rbozo@jonmhallcompany.com
--	--



JON M HALL COMPANY

Florida's Premier Site Developer

20020
RCO 16
ACO 11
COLOG ✓
VISTA ✓
Pay APP ✓

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

To:	Gadd & Associates	Contact:	Rodney A. Gadd, P.E.
Address:	1925 US Hwy 98 S., Suite 201 Lakeland, FL 33801	Phone:	863-940-9979
		Fax:	
Project Name:	Cypress Park Estates - RCO 16 - Well Abandonment (Remaning) Rev1	Bid Number:	
Project Location:	Baker Dairy Rd & East Johnson Avenue, Haines City, FL	Bid Date:	9/21/2021

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
02 Clearing & Earthwork				
Abandon Existing Wells (Allowance)	1.00	LS	\$19,555.00	\$19,555.00
Total Price for above 02 Clearing & Earthwork Items:				\$19,555.00

Total Bid Price: \$19,555.00

Notes:

• Clear, Grub and Strip:

1. Original Bid Note - An allowance has been included to abandon the three wells onsite, assumed 3" well size, final price is based off of size of well and the total number of grout bags required.
2. Updated RCO Note - An allowance has been included to abandon the six wells onsite, final price is based off the total number of grout bags required. Extra material including portland and bentonite over 1175 total bags will be additional cost @ \$32.00 a bag. This estimate does not include Rig time if a well needs to be cleaned out prior to abandonment. Cleaning a well will be at the discretion of SWFWMD and Rig time would be billed at 700.00/Hr.
3. Revised RCO Note - Final invoice has been updated with the final cost of abandoning all well on site minus the original allowance.

Payment Terms:

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: Rodney A. Gadd, P.E. Signature: <u>Rodney A. Gadd</u> Date of Acceptance: 09.23.2021	CONFIRMED: Jon M. Hall Company Authorized Signature: <u>[Signature]</u> Estimator: <u>Raul Bozo</u> 407-215-0410 rbozo@jonmhallcompany.com
---	--



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:	KRPC East Johnson, LLC	Contact:	Mckinzie Terrill
Address:	121 Garfield Avenue Winter Park, FL 32789	Phone:	
Project Name:	Cypress Park Estates - RCO 12 - Lots Center Staking	Bid Number:	
Project Location:	Baker Dairy Rd & East Johnson Avenue, Haines City, FL	Bid Date:	8/13/2021

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Survey Stake Center Lots W/ FF Grade (354 Lots)	1.00	LS	\$2,100.00	\$2,100.00

Total Bid Price: **\$2,100.00**

Notes:

• **Additional Information:**

1. This change order is only for center staking 354 lots (Ph.1 only) with finish floor grades marked as a request from Steve Rosser for the homeowners.

Payment Terms:

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: Rodney A. Gadd, P.E.

Signature: *Rodney A. Gadd*

Date of Acceptance: 10.06.2021

CONFIRMED:

Jon M. Hall Company

Authorized Signature: *[Signature]*

Estimator: Megan Willbur
(407) 215-0410 mwillbur@jonmhallcompany.com



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:	KRPC East Johnson, LLC	Contact:	
Address:	Orlando	Phone:	
		Fax:	
Project Name:	Cypress Park Estates - Pool Temp Access Road	Bid Number:	
Project Location:	Baker Dairy Rd & East Johnson Avenue, Haines City, FL	Bid Date:	9/23/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01 MOBILIZATION & GENERAL CONDITIONS					
	Mobilization	1.00	LS	\$1,649.00	\$1,649.00
03 EARTHWORK					
	Remove And Spread Temp. Access Road	1.00	LS	\$2,003.00	\$2,003.00
04 Generator					
	Temp. 6" Stabilized Amenity Access Road	180.00	SY	\$18.00	\$3,240.00

Total Bid Price: \$6,892.00

Notes:

• **Mobilization & General Conditions:**

1. This proposal is based on a day based, temporary access to aminity area for construction vehicles. Road will be 218' long, 8', wide, 6" thick. No survey will be provided for this access.
2. The material for this access will be spread on-site after the road is used. JMH will not re-seed or sod the green are after spreading material.
3. Mobilization in this quote will include mobilization in and out for a dozer and roller for the construction, and mobilization in and out for a dozer to spread the material.

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.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: Rodney A. Gadd, P.E.

Signature:

Date of Acceptance: 10.06.2021

CONFIRMED:

Jon M. Hall Company

Authorized Signature:

Estimator: Raul Bozo
407-215-0410 rbozo@jonmhallcompany.com



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:	Gadd & Associates	Contact:	Rodney A. Gadd, P.E.
Address:	1925 US Hwy 98 S., Suite 201 Lakeland, FL 33801	Phone:	863-940-9979
		Fax:	
Project Name:	Cypress Park Ph 1 & Ph2MG - RCO 15 - Amenity Transformer Pad	Bid Number:	RCO15
Project Location:	Baker Dairy Rd & East Johnson Avenue, Haines City, FL	Bid Date:	9/7/2021

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
07 SANITARY SEWER				
Furnish & Install Transformer Pad	1.00	EACH	\$3,200.00	\$3,200.00
Total Price for above 07 SANITARY SEWER Items:				\$3,200.00

Total Bid Price: **\$3,200.00**

Notes:

• **General Conditions:**

1. Transformer Pad per request of Duke on-site meeting on 9/01 for the amenity area.

Payment Terms:

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: Rodney Gadd

Signature: Rodney Gadd, P.E.

Date of Acceptance: 09.15.2021

CONFIRMED:

Jon M. Hall Company

Authorized Signature: _____

Estimator: Raul Bozo
407-215-0410 rbozo@jonmhallcompany.com



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:	KRPC East Johnson, LLC	Contact:	Mckinzie Terrill
Address:	121 Garfield Avenue Winter Park, FL 32789	Phone:	
Project Name:	Cypress Park Estates - RCO 12 - Lots Center Staking	Bid Number:	
Project Location:	Baker Dairy Rd & East Johnson Avenue, Haines City, FL	Bid Date:	8/13/2021

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Survey Stake Center Lots W/ FF Grade (354 Lots)	1.00	LS	\$2,100.00	\$2,100.00

Total Bid Price: **\$2,100.00**

Notes:

• **Additional Information:**

1. This change order is only for center staking 354 lots (Ph.1 only) with finish floor grades marked as a request from Steve Rosser for the homeowners.

Payment Terms:

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: Rodney A. Gadd, P.E.

Signature: *Rodney A. Gadd*

Date of Acceptance: 10.06.2021

CONFIRMED:

Jon M. Hall Company

Authorized Signature: *[Signature]*

Estimator: Megan Willbur
(407) 215-0410 mwillbur@jonmhallcompany.com



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:	KRPC East Johnson, LLC	Contact:	
Address:	Orlando	Phone:	
		Fax:	
Project Name:	Cypress Park Estates - Pool Temp Access Road	Bid Number:	
Project Location:	Baker Dairy Rd & East Johnson Avenue, Haines City, FL	Bid Date:	9/23/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01 MOBILIZATION & GENERAL CONDITIONS					
	Mobilization	1.00	LS	\$1,649.00	\$1,649.00
03 EARTHWORK					
	Remove And Spread Temp. Access Road	1.00	LS	\$2,003.00	\$2,003.00
04 Generator					
	Temp. 6" Stabilized Amenity Access Road	180.00	SY	\$18.00	\$3,240.00

Total Bid Price: \$6,892.00

Notes:

• **Mobilization & General Conditions:**

1. This proposal is based on a day based, temporary access to aminity area for construction vehicles. Road will be 218' long, 8', wide, 6" thick. No survey will be provided for this access.
2. The material for this access will be spread on-site after the road is used. JMH will not re-seed or sod the green are after spreading material.
3. Mobilization in this quote will include mobilization in and out for a dozer and roller for the construction, and mobilization in and out for a dozer to spread the material.

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.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: Rodney A. Gadd, P.E.

Signature:

Date of Acceptance: 10.06.2021

CONFIRMED:

Jon M. Hall Company

Authorized Signature:

Estimator: Raul Bozo
407-215-0410 rbozo@jonmhallcompany.com