

*Cypress Park Estates
Community Development District*

Meeting Agenda

August 23, 2022

AGENDA

Cypress Park Estates

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

August 16, 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, August 23, 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/88273319022>

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

Meeting ID: 882 7331 9022

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 June 13, 2022 Continued Board of Supervisors Meeting and the June 28, 2022 Board of Supervisors Meeting
4. Public Hearings
 - A. Public Hearing on the Adoption of the District's Fiscal Year 2023 Budget
 - i. Consideration of Resolution 2022-11 Adoption of the District's Fiscal Year 2023 Budget and Appropriating Funds
 - B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments
 - i. Consideration of Resolution 2022-12 Imposing Special Assessments and Certifying an Assessment Roll
 - C. Public Hearing on the Adoption of Amenity Policies and Rates
 - i. Consideration of Resolution 2022-13 Adopting Amenity Policies and Rates for the District
5. Resolution 2022-14 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2023

¹ Comments will be limited to three (3) minutes

6. Ratification of Escrow Agreement
7. Ratification of Leasing Contract
8. Consideration of Landscape Improvement Installation Agreement with Stewart & Associates Property Services, Inc—**ADDED**
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Dumpster Pricing from Haines City
 - ii. Proposal from GMS for Permanent Garbage Cans
 - iii. Proposal from Resort Pool Services for Fountain Maintenance
 - iv. Proposals for Pest Control Contract (*to be provided under separate cover*)
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
10. Other Business
11. Supervisors Requests and Audience Comments
12. Adjournment

MINUTES

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

The continued meeting of the Board of Supervisors of the Cypress Park Estates Community Development District was held **Monday, June 13, 2022** at 11:00 a.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida.

Present and constituting a quorum:

Steve Rosser
Allan Keen
Hyzens Marc

Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns *via Zoom*
Tricia Adams
Roy Van Wyk *via Zoom*
Jake Whealdon *via Zoom*
Rodney Gadd *via Zoom*

District Manager, GMS
District Manager
District Counsel, KE Law
KE Law
District Engineer

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Three Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

**Consideration of Resolution 2022-04
Supplemental Assessment Resolution**

Ms. Burns noted that the updated Resolution 2022-04 will take the final steps towards the Series 2022 bond issuance and presented the updated supplemental assessment resolution for Board member consideration. This sets forth the final terms, certifies assessments for collection, and is the last step in issuing bonds. District counsel stated that the lands that are subject to the special assessment receive a special benefit and that the special assessments are reasonably

apportioned among the lands that are subject to the assessment and staff confirmed that the assessment is consistent with the master assessment.

Table 1 states that there are 178 assessable units for Phase 2 and 171 units for Phase 3. The next table reports the projects from the engineer's report that the Board has already seen and approved. Table 4 looks at the gross assessment per unit. The amount of the construction fund is \$6,859,596.80 which is broken down between the two phases.

On MOTION by Mr. Rosser, seconded by Mr. Keen, with all in favor, Resolution 2022-04 Supplemental Assessment Methodology, was approved.

FOURTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

District counsel had nothing further for the Board.

B. Engineer

Mr. Gadd had nothing further to report.

C. Field Manager's Report

There being nothing else, the next item followed.

D. District Manager's Report

There being none, the next item followed.

FIFTH ORDER OF BUSINESS**Other Business**

There being none, the next item followed.

SIXTH ORDER OF BUSINESS**Supervisors Requests and Audience Comments**

There being none, the next item was followed.

SEVENTH ORDER OF BUSINESS

Adjournment

This being a continuation of the last meeting, there was nothing further for the Board or staff to discuss and Ms. Burns asked for a motion of adjournment.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

**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, June 28, 2022** at 11:06 a.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida.

Present and constituting a quorum:

Scott Shapiro
McKinzie Terrill
Steve Rosser
Hyzens Marc

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Jennifer Kilinski
Grace Kobitter
Rodney Gadd *via Zoom*
Marshall Tindall

District Manager, GMS
KE Law
KE Law
District Engineer
GMS

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Four Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the May 24,
2022 Board of Supervisors Meeting**

Ms. Burns asked for any questions, comments, corrections to the May 24, 2022 meeting minutes. The Board had no changes, and Ms. Burns asked for a motion of approval.

On MOTION by Mr. Terrill, seconded by Mr. Marc, with all in favor, the Minutes of the May 24, 2022 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Assignment of Contract Agreement with Tucker Paving for Phase 2/3

Ms. Burns noted this agreement was with Tucker Paving and documents are included in the packet. It was clarified this could be done with one agreement for both Phases.

On MOTION by Mr. Shapiro, seconded by Mr. Marc, with all in favor, the Assignment of Contract Agreement with Tucker Paving for Phase 2/3, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Proposal for Arbitrage Rebate Services for Series 2022 Project Bonds from AMTEC

Ms. Burns noted this is a requirement to demonstrate that the District does not earn more interest than it pays. It's for \$150/year for the most recent bond issuance.

On MOTION by Mr. Shapiro, seconded by Mr. Marc, with all in favor, the Proposal from AMTEC for Arbitrage Rebate Services for Series 2022 Project Bond, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2022-09 Setting a Public Hearing on the Adoption of Amenity Policies and Rates

Ms. Burns noted the policies are included in the packet for the Board and are standard rules used by other Districts. She added golf cart policies are included as well. The rates are listed with an annual user fee for non-residents of \$2,500. The other is for replacement access cards that contain two cards per household at \$30 per card. The cost for the District depends on how many are ordered and runs about \$20 card. She added the next year's budget has \$5,000 for cards. She explained the process to issue the cards. Board discussion ensued on the process and information that is posted in the District. Further discussion on specific policies around amenity usage, dog park, playground, and hosting parties.

Ms. Burns suggested the public hearing be held on August 23, 2022 at 11:00 a.m.

On MOTION by Mr. Terrill, seconded by Mr. Rosser, with all in favor, Resolution 2022-09 Setting the Public Hearing on Amenity Policies and Rates on August 23, 2022 at 11:00 a.m., was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Fiscal Year 2021 Audit Report – ADDED

Ms. Burns reviewed the audit and noted it was considered a clean audit and there were no incidents of non-compliance.

On MOTION by Mr. Rosser, seconded by Mr. Terrill, with all in favor, the Fiscal Year 2021 Audit Report, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2022-10 Ratifying Series 2022 Project Bonds – ADDED

Ms. Burns stated the bonds were closed on June 15th and this ratifies the closing.

On MOTION by Mr. Terrill, seconded by Mr. Marc, with all in favor, Resolution 2022-10 Ratifying Series 2022 Project Bonds, was approved.

NINTH ORDER OF BUSINESS

Consideration of Amended and Restated Disclosure of Public Financing *(to be provided under separate cover)*

Ms. Burns noted that this includes the newest issuance that will be recorded to property owners. This will authorize Scott to sign the disclosure so it can be filed once it is completed. Ms. Kilinski explained the disclosure and noted it was a requirement to update financing.

On MOTION by Mr. Terrill, seconded by Mr. Marc, with all in favor, the Amended and Restated Disclosure of Public Financing and Direction for the Chair to Authorize and Execute, was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Kilinski had nothing further for the Board.

B. Engineer

Mr. Gadd had nothing further to report. Mr. Rosser had a question on the contract regarding installation of the sidewalk on the playing field and the sodding and other items in Phase 2. He

also asked if the county had accepted all improvements in Johnson Ave. It was noted that this was not accepted because a partial close out was not conducted.

C. Field Manager's Report

Mr. Tindall presented the Field Manager's Report and discussed the landscaping issues, sodding, mowing, shade structure, pool maintenance, and dog park. The internet access installation and options for opening was discussed if not completed by August 1st. Ms. Burns explained the options of giving residents a code. She recommended that the District contact residents and delay the opening. The Board decided to delay this discussion until the next meeting.

Further discussion ensued on security cameras, painting of amenity ceiling, trash quotes and pest control quotes. These will be discussed at the next meeting.

D. District Manager's Report

i. Approval of Check Register

Ms. Burns presented the check register to the Board, which was included in the agenda package, through June 20th and the total was \$23,960.44. Ms. Burns explained the check register process.

On MOTION by Mr. Shapiro, second by Mr. Rosser, with all in favor, the Check Register for \$23,960.44, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns noted that the financial statements through May 31st are included in the agenda package for review and there is no action required. Discussion ensued on needed proposals to be brought back to the next meeting.

iii. Ratification of Change Order #3 from Henkelman Construction

Ms. Burns presented the Change Order #3 from Henkelman Construction. There was a question on the guaranteed maximum price and why it was deleted on all orders.

On MOTION by Mr. Rosser, second by Mr. Terrill, with all in favor, Change Order #3 From Henkelman Construction, was ratified.

ELEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

There being none, the next item was followed.

THIRTEENTH ORDER OF BUSINESS

Adjournment

Ms. Burns asked for a motion to adjourn.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

SECTION 1

RESOLUTION 2022-11

THE ANNUAL APPROPRIATION RESOLUTION OF THE CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2022, submitted to the Board of Supervisors (“**Board**”) of the Cypress Park Estates Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022, and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two (2) days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, has

considered any proposed amendments thereto, and approves the appropriations reflected in the Proposed Budget, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A”**, as amended by the Board, if applicable, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended (if applicable), shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Cypress Park Estates Community Development District for the Fiscal Year Ending September 30, 2023”.
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND (SERIES 2020A1)	\$ _____
DEBT SERVICE FUND (SERIES 2020A2)	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within sixty (60) days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total

c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

Its: _____

Cypress Park Estates
Community Development District

Proposed Budget
FY 2023



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Cypress Park Estates
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2022	Actuals Thru 7/31/22	Projected Next 2 Months	Projected Thru 9/30/22	Proposed Budget FY2023
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Revenues

Assessments - On Roll	\$ 265,500	\$ -	\$ -	\$ -	\$ 351,262
Assessments - Direct	\$ -	\$ -	\$ -	\$ -	\$ 107,683
Assessments - Lot Closings	\$ -	\$ 262,500	\$ -	\$ 262,500	\$ -
Developer Contributions	\$ 58,945	\$ 9,105	\$ -	\$ 9,105	\$ -
Total Revenues	\$ 324,445	\$ 271,605	\$ -	\$ 271,605	\$ 458,945

Expenditures

Administrative

Supervisor Fees	\$ 10,000	\$ 2,200	\$ 2,000	\$ 4,200	\$ 10,000
Engineer Fees	\$ 10,000	\$ 3,330	\$ 1,667	\$ 4,996	\$ 10,000
Attorney Fees	\$ 25,000	\$ 13,437	\$ 4,167	\$ 17,604	\$ 25,000
Annual Audit	\$ 4,500	\$ 4,900	\$ -	\$ 4,900	\$ 6,000
Assessment Administration	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
Dissemination	\$ 6,000	\$ 5,083	\$ 1,000	\$ 6,083	\$ 8,000
Arbitrage	\$ 1,000	\$ 900	\$ -	\$ 900	\$ 1,800
Trustee Fees	\$ 5,000	\$ 8,081	\$ -	\$ 8,081	\$ 16,160
Management Fees	\$ 36,050	\$ 30,042	\$ 6,008	\$ 36,050	\$ 37,853
Information Technology	\$ 1,800	\$ 1,500	\$ 300	\$ 1,800	\$ 1,800
Website Maintenance	\$ 1,200	\$ 1,000	\$ 200	\$ 1,200	\$ 1,200
Telephone	\$ 150	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 500	\$ 302	\$ 83	\$ 385	\$ 500
Insurance	\$ 5,500	\$ 5,175	\$ -	\$ 5,175	\$ 5,822
Copies	\$ 350	\$ 21	\$ 58	\$ 79	\$ 350
Legal Advertising	\$ 10,000	\$ -	\$ 1,667	\$ 1,667	\$ 10,000
Other Current Charges	\$ 2,000	\$ 400	\$ 333	\$ 734	\$ 2,700
Office Supplies	\$ 350	\$ 14	\$ 58	\$ 73	\$ 350
Travel Per Diem	\$ 550	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total Administrative	\$ 125,125	\$ 81,561	\$ 17,542	\$ 99,102	\$ 142,710

Cypress Park Estates
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2022	Actuals Thru 7/31/22	Projected Next 2 Months	Projected Thru 9/30/22	Proposed Budget FY2023
<u>Operations & Maintenance</u>					
<u>Field Expenditures</u>					
Property Insurance	\$ 5,000	\$ 345	\$ 833	\$ 1,178	\$ 5,000
Field Management	\$ 15,000	\$ 2,500	\$ 2,500	\$ 5,000	\$ 15,750
Landscape Maintenance	\$ 40,000	\$ 11,835	\$ 9,135	\$ 20,970	\$ 80,000
Landscape Replacement	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 15,000
Lake Maintenance	\$ 10,000	\$ -	\$ 1,667	\$ 1,667	\$ -
Streetlights	\$ 12,600	\$ 5,133	\$ 3,160	\$ 8,293	\$ 16,764
Electric	\$ 5,000	\$ 763	\$ 200	\$ 963	\$ 6,600
Water & Sewer	\$ 5,000	\$ 33,526	\$ 16,510	\$ 50,036	\$ 25,185
Sidewalk & Asphalt Maintenance	\$ 500	\$ -	\$ 83	\$ 83	\$ 2,500
Irrigation Repairs	\$ 2,500	\$ 214	\$ 417	\$ 631	\$ 7,500
General Repairs & Maintenance	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 15,000
Contingency	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 7,500
Subtotal Field Expenditures	\$ 110,600	\$ 54,317	\$ 37,005	\$ 91,322	\$ 196,799
<u>Amenity Expenditures</u>					
Amenity - Electric	\$ 14,400	\$ 1,862	\$ 2,700	\$ 4,562	\$ 12,540
Amenity - Water	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 3,696
Playground Lease	\$ 14,000	\$ 4,455	\$ 2,116	\$ 6,571	\$ 23,500
Internet	\$ 3,000	\$ -	\$ 500	\$ 500	\$ 2,500
Pest Control	\$ 720	\$ -	\$ 120	\$ 120	\$ 600
Janitorial Service	\$ 5,400	\$ -	\$ 900	\$ 900	\$ 6,600
Security Services	\$ 15,000	\$ -	\$ 2,500	\$ 2,500	\$ 34,000
Pool Maintenance	\$ 16,200	\$ 2,280	\$ 2,700	\$ 4,980	\$ 18,000
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Amenity Repairs & Maintenance	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 5,000
Contingency	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 3,000
Subtotal Amenity Expenditures	\$ 83,720	\$ 8,597	\$ 14,036	\$ 22,633	\$ 114,436
Total Operations & Maintenance	\$ 194,320	\$ 62,914	\$ 51,041	\$ 113,955	\$ 311,235
<u>Other Expenses</u>					
Capital Reserves	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
Total Other Expenditures	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
Total Expenditures	\$ 324,445	\$ 144,474	\$ 73,583	\$ 218,057	\$ 458,945
Excess Revenues/(Expenditures)	\$ -	\$ 127,131	\$ (73,583)	\$ 53,549	\$ -

Net Assessments	\$ 458,945
Add: Discounts & Collections 7%	\$34,544
Gross Assessments	<u>\$493,489</u>

Product	ERU's	Assessable Units	ERU/Unit	Net Assessment	Net Per Unit	Gross Per Unit
Platted	354.00	354.00	1.00	\$351,261.83	\$992.27	\$1,066.95
Unplatted	108.52	349.00	0.31	\$107,682.67	\$308.55	\$331.77
	462.52	703.00		\$458,944.50		

Cypress Park Estates Community Development District General Fund Budget

REVENUES:

Special Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for operating expenditures during the fiscal year.

Developer Contributions

The District will enter into a Funding Agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

EXPENDITURES:

Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineer Fees

The District's engineer Gadd & Associates provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney Fees

The District's legal counsel KE Law Group, provides general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis. The District is currently contracted with Grau & Associates for these services.

Assessment Administration

The District has contracted with Governmental Management Services-Central Florida, LLC, to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon the Series 2020 bonds as well as one other anticipated bond issuance. Governmental Management Services-Central Florida, LLC, provides these services.

Cypress Park Estates Community Development District General Fund Budget

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its Series 2020 bonds as well as one other anticipated bond issuance.

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc. Governmental Management Services-Central Florida, LLC, provides these services.

Website Maintenance

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

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverage is provided by the Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Copies

Printing agenda materials for board meetings, printing of computerized checks, stationary, envelopes etc.

Legal Advertising

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

Cypress Park Estates Community Development District General Fund Budget

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Expenditures

Property Insurance

The District's property insurance coverage is provided by the Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails. Governmental Management Services-Central Florida, LLC, provides these services.

Landscape Maintenance

The District has contracts with Cardinal Landscaping to provide landscaping services throughout the District. These services include mowing, edging, trimming, cleanup, detailing and pruning as well as maintenance of the irrigation systems.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Cypress Park Estates Community Development District General Fund Budget

Electric

Represents current and estimated electric charges of common areas throughout the District.

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas. These can include pressure washing, and repairs to fences, monuments, lighting, and other assets

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenditures

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity – Water

Represents estimated water charges for the District's amenity facilities.

Playground Lease

Represents estimated cost of leasing agreement for playgrounds to be installed in the community.

Internet

Internet service will be added for use at the Amenity Facilities.

Cypress Park Estates Community Development District General Fund Budget

Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

Janitorial Services

Represents the estimated costs to provide janitorial services 3 times a week and supplies for the District's amenity facilities.

Security Services

Represents the estimated cost of contracting a monthly security service for the District's amenity facilities.

Pool Maintenance

Represents the costs of regular cleaning and treatments of the District's pool.

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

Other Expenditures:

Capital Reserves

Funds collected and reserved for the replacement of and/or purchase of new capital improvements throughout the District.

Cypress Park Estates

Community Development District

Proposed Budget Debt Service Fund Series 2020 A-1

Description	Adopted Budget FY2022	Actuals Thru 7/31/22	Projected Next 2 Months	Projected Thru 9/30/22	Proposed Budget FY2023
Revenues					
Special Assessments - 2020 A1	\$ 442,500	\$ -	\$ 5,000	\$ 5,000	\$ 442,500
Assessment - Lot Closing	\$ -	\$ 437,500	\$ -	\$ 437,500	\$ -
Interest Income	\$ -	\$ 513	\$ -	\$ 513	\$ -
Carry Forward Surplus	\$ 146,830	\$ 146,780	\$ -	\$ 146,780	\$ 147,086
Total Revenues	\$ 589,330	\$ 584,793	\$ 5,000	\$ 589,793	\$ 589,586
Expenditures					
Series 2020A-1					
Interest - 11/1	\$ 146,353	\$ 146,353	\$ -	\$ 146,353	\$ 144,384
Principal - 5/1	\$ 150,000	\$ 150,000	\$ -	\$ 150,000	\$ 155,000
Interest - 5/1	\$ 146,353	\$ 146,353	\$ -	\$ 146,353	\$ 144,384
Total Expenditures	\$ 442,706	\$ 442,706	\$ -	\$ 442,706	\$ 443,769
Excess Revenues/(Expenditures)	\$ 146,624	\$ 142,086	\$ 5,000	\$ 147,086	\$ 145,818

*Carry forward less amount in Reserve funds.

Series 2020 A-1	
Principal - 11/1/23	\$142,350
Total	\$142,350

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family Phase 1	354	\$442,500	\$1,250	\$1,344
	354	\$442,500		

Cypress Park Estates
Community Development District
Series 2020 Special Assessment Bonds Area 1
Amortization Schedule

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/22	\$ 7,620,000.00	\$ -	\$ 144,384.38	\$ 440,737.50
05/01/23	\$ 7,620,000.00	\$ 155,000.00	\$ 144,384.38	\$ -
11/01/23	\$ 7,465,000.00	\$ -	\$ 142,350.00	\$ 441,734.38
05/01/24	\$ 7,465,000.00	\$ 155,000.00	\$ 142,350.00	\$ -
11/01/24	\$ 7,310,000.00	\$ -	\$ 140,315.63	\$ 437,665.63
05/01/25	\$ 7,310,000.00	\$ 160,000.00	\$ 140,315.63	\$ -
11/01/25	\$ 7,150,000.00	\$ -	\$ 138,215.63	\$ 438,531.25
05/01/26	\$ 7,150,000.00	\$ 165,000.00	\$ 138,215.63	\$ -
11/01/26	\$ 6,985,000.00	\$ -	\$ 135,534.38	\$ 438,750.00
05/01/27	\$ 6,985,000.00	\$ 170,000.00	\$ 135,534.38	\$ -
11/01/27	\$ 6,815,000.00	\$ -	\$ 132,771.88	\$ 438,306.25
05/01/28	\$ 6,815,000.00	\$ 175,000.00	\$ 132,771.88	\$ -
11/01/28	\$ 6,640,000.00	\$ -	\$ 129,928.13	\$ 437,700.00
05/01/29	\$ 6,640,000.00	\$ 185,000.00	\$ 129,928.13	\$ -
11/01/29	\$ 6,455,000.00	\$ -	\$ 126,921.88	\$ 441,850.00
05/01/30	\$ 6,455,000.00	\$ 190,000.00	\$ 126,921.88	\$ -
11/01/30	\$ 6,265,000.00	\$ -	\$ 123,834.38	\$ 440,756.25
05/01/31	\$ 6,265,000.00	\$ 195,000.00	\$ 123,834.38	\$ -
11/01/31	\$ 6,070,000.00	\$ -	\$ 120,056.25	\$ 438,890.63
05/01/32	\$ 6,070,000.00	\$ 205,000.00	\$ 120,056.25	\$ -
11/01/32	\$ 5,865,000.00	\$ -	\$ 116,084.38	\$ 441,140.63
05/01/33	\$ 5,865,000.00	\$ 210,000.00	\$ 116,084.38	\$ -
11/01/33	\$ 5,655,000.00	\$ -	\$ 112,015.63	\$ 438,100.00
05/01/34	\$ 5,655,000.00	\$ 220,000.00	\$ 112,015.63	\$ -
11/01/34	\$ 5,435,000.00	\$ -	\$ 107,753.13	\$ 439,768.75
05/01/35	\$ 5,435,000.00	\$ 230,000.00	\$ 107,753.13	\$ -
11/01/35	\$ 5,205,000.00	\$ -	\$ 103,296.88	\$ 441,050.00
05/01/36	\$ 5,205,000.00	\$ 240,000.00	\$ 103,296.88	\$ -
11/01/36	\$ 4,965,000.00	\$ -	\$ 98,646.88	\$ 441,943.75
05/01/37	\$ 4,965,000.00	\$ 245,000.00	\$ 98,646.88	\$ -
11/01/37	\$ 4,720,000.00	\$ -	\$ 93,900.00	\$ 437,546.88
05/01/38	\$ 4,720,000.00	\$ 255,000.00	\$ 93,900.00	\$ -
11/01/38	\$ 4,465,000.00	\$ -	\$ 88,959.38	\$ 437,859.38
05/01/39	\$ 4,465,000.00	\$ 265,000.00	\$ 88,959.38	\$ -
11/01/39	\$ 4,200,000.00	\$ -	\$ 83,825.00	\$ 437,784.38
05/01/40	\$ 4,200,000.00	\$ 280,000.00	\$ 83,825.00	\$ -
11/01/40	\$ 3,920,000.00	\$ -	\$ 78,400.00	\$ 442,225.00
05/01/41	\$ 3,920,000.00	\$ 290,000.00	\$ 78,400.00	\$ -
11/01/41	\$ 3,630,000.00	\$ -	\$ 72,600.00	\$ 441,000.00
05/01/42	\$ 3,630,000.00	\$ 300,000.00	\$ 72,600.00	\$ -
11/01/42	\$ 3,330,000.00	\$ -	\$ 66,600.00	\$ 439,200.00
05/01/43	\$ 3,330,000.00	\$ 315,000.00	\$ 66,600.00	\$ -
11/01/43	\$ 3,015,000.00	\$ -	\$ 60,300.00	\$ 441,900.00
05/01/44	\$ 3,015,000.00	\$ 325,000.00	\$ 60,300.00	\$ -
11/01/44	\$ 2,690,000.00	\$ -	\$ 53,800.00	\$ 439,100.00
05/01/45	\$ 2,690,000.00	\$ 340,000.00	\$ 53,800.00	\$ -
11/01/45	\$ 2,350,000.00	\$ -	\$ 47,000.00	\$ 440,800.00
05/01/46	\$ 2,350,000.00	\$ 355,000.00	\$ 47,000.00	\$ -
11/01/46	\$ 1,995,000.00	\$ -	\$ 39,900.00	\$ 441,900.00

Cypress Park Estates
Community Development District
Series 2020 Special Assessment Bonds Area 1
Amortization Schedule

DATE		BALANCE		PRINCIPAL		INTEREST		TOTAL
05/01/47	\$	1,995,000.00	\$	365,000.00	\$	39,900.00	\$	-
11/01/47	\$	1,630,000.00	\$	-	\$	32,600.00	\$	437,500.00
05/01/48	\$	1,630,000.00	\$	385,000.00	\$	32,600.00	\$	-
11/01/48	\$	1,245,000.00	\$	-	\$	24,900.00	\$	442,500.00
05/01/49	\$	1,245,000.00	\$	400,000.00	\$	24,900.00	\$	-
11/01/49	\$	845,000.00	\$	-	\$	16,900.00	\$	441,800.00
05/01/50	\$	845,000.00	\$	415,000.00	\$	16,900.00	\$	-
11/1/50	\$	430,000.00	\$	-	\$	8,600.00	\$	440,500.00
5/1/51	\$	430,000.00	\$	430,000.00	\$	8,600.00	\$	438,600.00
			\$	7,620,000.00	\$	5,280,787.50	\$	13,197,140.63

Cypress Park Estates

Community Development District

Proposed Budget Debt Service Fund Series 2020 A-2

Description	Adopted Budget FY2022	Actuals Thru 7/31/22	Projected Next 2 Months	Projected Thru 9/30/22	Proposed Budget FY2023
Revenues					
Special Assessments - 2020 A2	\$ 71,156	\$ 44,078	\$ 27,078	\$ 71,156	\$ 71,200
Interest Income	\$ -	\$ 62	\$ -	\$ 62	\$ -
Carry Forward Surplus	\$ 24,092	\$ 24,144	\$ -	\$ 24,144	\$ 27,206
Total Revenues	\$ 95,248	\$ 68,284	\$ 27,078	\$ 95,362	\$ 98,406
Expenditures					
Series 2018A-2					
Interest- 11/1	\$ 24,078	\$ 24,078	\$ -	\$ 24,078	\$ 23,678
Principal - 5/1	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	\$ 20,000
Interest - 5/1	\$ 24,078	\$ 24,078	\$ -	\$ 24,078	\$ 23,678
Total Expenditures	\$ 68,156	\$ 68,156	\$ -	\$ 68,156	\$ 67,356
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -	\$ -
Excess Revenues/(Expenditures)	\$ 27,092	\$ 128	\$ 27,078	\$ 27,206	\$ 31,049

*Carry forward less amount in Reserve funds.

Series 2020 A-2	
Interest - 11/1/23	\$23,278
Total	\$23,278

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family Phase 2	178	\$71,200	\$400	\$430
	178	\$71,200		

Cypress Park Estates
Community Development District
Series 2020 Special Assessment Bonds Area 2
Amortization Schedule

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/22	\$ 1,165,000.00	\$ -	\$ 23,678.13	\$ 67,756.25
05/01/23	\$ 1,165,000.00	\$ 20,000.00	\$ 23,678.13	\$ -
11/01/23	\$ 1,145,000.00	\$ -	\$ 23,278.13	\$ 66,956.25
05/01/24	\$ 1,145,000.00	\$ 20,000.00	\$ 23,278.13	\$ -
11/01/24	\$ 1,125,000.00	\$ -	\$ 22,878.13	\$ 66,156.25
05/01/25	\$ 1,125,000.00	\$ 25,000.00	\$ 22,878.13	\$ -
11/01/25	\$ 1,100,000.00	\$ -	\$ 22,378.13	\$ 70,256.25
05/01/26	\$ 1,100,000.00	\$ 25,000.00	\$ 22,378.13	\$ -
11/01/26	\$ 1,075,000.00	\$ -	\$ 21,878.13	\$ 69,256.25
05/01/27	\$ 1,075,000.00	\$ 25,000.00	\$ 21,878.13	\$ -
11/01/27	\$ 1,050,000.00	\$ -	\$ 21,378.13	\$ 68,256.25
05/01/28	\$ 1,050,000.00	\$ 25,000.00	\$ 21,378.13	\$ -
11/01/28	\$ 1,025,000.00	\$ -	\$ 20,878.13	\$ 67,256.25
05/01/29	\$ 1,025,000.00	\$ 30,000.00	\$ 20,878.13	\$ -
11/01/29	\$ 995,000.00	\$ -	\$ 20,278.13	\$ 71,156.25
05/01/30	\$ 995,000.00	\$ 30,000.00	\$ 20,278.13	\$ -
11/01/30	\$ 965,000.00	\$ -	\$ 19,678.13	\$ 69,956.25
05/01/31	\$ 965,000.00	\$ 30,000.00	\$ 19,678.13	\$ -
11/01/31	\$ 935,000.00	\$ -	\$ 19,078.13	\$ 68,756.25
05/01/32	\$ 935,000.00	\$ 30,000.00	\$ 19,078.13	\$ -
11/01/32	\$ 905,000.00	\$ -	\$ 18,478.13	\$ 67,556.25
05/01/33	\$ 905,000.00	\$ 30,000.00	\$ 18,478.13	\$ -
11/01/33	\$ 875,000.00	\$ -	\$ 17,878.13	\$ 66,356.25
05/01/34	\$ 875,000.00	\$ 35,000.00	\$ 17,878.13	\$ -
11/01/34	\$ 840,000.00	\$ -	\$ 17,178.13	\$ 70,056.25
05/01/35	\$ 840,000.00	\$ 35,000.00	\$ 17,178.13	\$ -
11/01/35	\$ 805,000.00	\$ -	\$ 16,478.13	\$ 68,656.25
05/01/36	\$ 805,000.00	\$ 35,000.00	\$ 16,478.13	\$ -
11/01/36	\$ 770,000.00	\$ -	\$ 15,778.13	\$ 67,256.25
05/01/37	\$ 770,000.00	\$ 40,000.00	\$ 15,778.13	\$ -
11/01/37	\$ 730,000.00	\$ -	\$ 14,978.13	\$ 70,756.25
05/01/38	\$ 730,000.00	\$ 40,000.00	\$ 14,978.13	\$ -
11/01/38	\$ 690,000.00	\$ -	\$ 14,178.13	\$ 69,156.25
05/01/39	\$ 690,000.00	\$ 40,000.00	\$ 14,178.13	\$ -
11/01/39	\$ 650,000.00	\$ -	\$ 13,378.13	\$ 67,556.25
05/01/40	\$ 650,000.00	\$ 45,000.00	\$ 13,378.13	\$ -
11/01/40	\$ 605,000.00	\$ -	\$ 12,478.13	\$ 70,856.25
05/01/41	\$ 605,000.00	\$ 45,000.00	\$ 12,478.13	\$ -
11/01/41	\$ 560,000.00	\$ -	\$ 11,550.00	\$ 69,028.13
05/01/42	\$ 560,000.00	\$ 45,000.00	\$ 11,550.00	\$ -
11/01/42	\$ 515,000.00	\$ -	\$ 10,621.88	\$ 67,171.88
05/01/43	\$ 515,000.00	\$ 50,000.00	\$ 10,621.88	\$ -
11/01/43	\$ 465,000.00	\$ -	\$ 9,590.63	\$ 70,212.50
05/01/44	\$ 465,000.00	\$ 50,000.00	\$ 9,590.63	\$ -
11/01/44	\$ 415,000.00	\$ -	\$ 8,559.38	\$ 68,150.00
05/01/45	\$ 415,000.00	\$ 55,000.00	\$ 8,559.38	\$ -
11/01/45	\$ 360,000.00	\$ -	\$ 7,425.00	\$ 70,984.38
05/01/46	\$ 360,000.00	\$ 55,000.00	\$ 7,425.00	\$ -
11/01/46	\$ 305,000.00	\$ -	\$ 6,290.63	\$ 68,715.63

Cypress Park Estates
Community Development District
Series 2020 Special Assessment Bonds Area 2
Amortization Schedule

DATE		BALANCE		PRINCIPAL		INTEREST		TOTAL
05/01/47	\$	305,000.00	\$	55,000.00	\$	6,290.63	\$	-
11/01/47	\$	250,000.00	\$	-	\$	5,156.25	\$	66,446.88
05/01/48	\$	250,000.00	\$	60,000.00	\$	5,156.25	\$	-
11/01/48	\$	190,000.00	\$	-	\$	3,918.75	\$	69,075.00
05/01/49	\$	190,000.00	\$	60,000.00	\$	3,918.75	\$	-
11/01/49	\$	130,000.00	\$	-	\$	2,681.25	\$	66,600.00
05/01/50	\$	130,000.00	\$	65,000.00	\$	2,681.25	\$	-
11/1/50	\$	65,000.00	\$	-	\$	1,340.63	\$	69,021.88
5/1/51	\$	65,000.00	\$	65,000.00	\$	1,340.63	\$	66,340.63
				\$ 1,165,000.00	\$	846,637.50	\$	2,055,715.63

Cypress Park Estates

Community Development District

Proposed Budget Debt Service Fund Series 2022

Description	Adopted Budget FY2022	Actuals Thru 7/31/22	Projected Next 2 Months	Projected Thru 9/30/22	Proposed Budget FY2023
Revenues					
Special Assessments	\$ -	\$ -	\$ -	\$ -	\$ 511,731
Interest Income	\$ -	\$ 224	\$ -	\$ 224	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ 148,346
Total Revenues	\$ -	\$ 224	\$ -	\$ 224	\$ 660,077
Expenditures					
Series 2022					
Interest- 11/1	\$ -	\$ -	\$ -	\$ -	\$ 148,122
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 120,000
Interest - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 196,044
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 464,166
Other Financing Sources/(Uses)					
Bonds Proceed	\$ -	\$ 659,853	\$ -	\$ 659,853	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ 659,853	\$ -	\$ 659,853	\$ -
Excess Revenues/(Expenditures)	\$ -	\$ 660,078	\$ -	\$ 660,078	\$ 195,912

*Carry forward less amount in Reserve funds.

Series 2022	
Interest - 11/1/23	\$193,419
Total	\$193,419

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family - Phase 2	178	\$195,800	\$1,100	\$1,183
Single family - Phase 3	171	\$315,931	\$1,848	\$1,987
	349	\$511,731		

Cypress Park Estates
Community Development District
Series 2022 Special Assessment Bonds
Amortization Schedule

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/22	\$ 7,865,000.00	\$ -	\$ 148,121.94	\$ 148,121.94
05/01/23	\$ 7,865,000.00	\$ 120,000.00	\$ 196,043.75	
11/01/23	\$ 7,745,000.00	\$ -	\$ 193,418.75	\$ 509,462.50
05/01/24	\$ 7,745,000.00	\$ 125,000.00	\$ 193,418.75	
11/01/24	\$ 7,620,000.00	\$ -	\$ 190,684.38	\$ 509,103.13
05/01/25	\$ 7,620,000.00	\$ 130,000.00	\$ 190,684.38	
11/01/25	\$ 7,210,000.00	\$ -	\$ 187,840.63	\$ 508,525.00
05/01/26	\$ 7,210,000.00	\$ 135,000.00	\$ 187,840.63	
11/01/26	\$ 7,210,000.00	\$ -	\$ 184,887.50	\$ 507,728.13
05/01/27	\$ 7,210,000.00	\$ 145,000.00	\$ 184,887.50	
11/01/27	\$ 7,210,000.00	\$ -	\$ 181,715.63	\$ 511,603.13
05/01/28	\$ 7,210,000.00	\$ 150,000.00	\$ 181,715.63	
11/01/28	\$ 7,060,000.00	\$ -	\$ 178,153.13	\$ 509,868.75
05/01/29	\$ 7,060,000.00	\$ 155,000.00	\$ 178,153.13	
11/01/29	\$ 6,905,000.00	\$ -	\$ 174,471.88	\$ 507,625.00
05/01/30	\$ 6,905,000.00	\$ 165,000.00	\$ 174,471.88	
11/01/30	\$ 6,740,000.00	\$ -	\$ 170,553.13	\$ 510,025.00
05/01/31	\$ 6,740,000.00	\$ 170,000.00	\$ 170,553.13	
11/01/31	\$ 6,390,000.00	\$ -	\$ 166,515.63	\$ 507,068.75
05/01/32	\$ 6,390,000.00	\$ 180,000.00	\$ 166,515.63	
11/01/32	\$ 6,390,000.00	\$ -	\$ 162,240.63	\$ 508,756.25
05/01/33	\$ 6,390,000.00	\$ 190,000.00	\$ 162,240.63	
11/01/33	\$ 6,200,000.00	\$ -	\$ 157,490.63	\$ 509,731.25
05/01/34	\$ 6,200,000.00	\$ 200,000.00	\$ 157,490.63	
11/01/34	\$ 6,000,000.00	\$ -	\$ 152,490.63	\$ 509,981.25
05/01/35	\$ 6,000,000.00	\$ 210,000.00	\$ 152,490.63	
11/01/35	\$ 5,790,000.00	\$ -	\$ 147,240.63	\$ 509,731.25
05/01/36	\$ 5,790,000.00	\$ 220,000.00	\$ 147,240.63	
11/01/36	\$ 5,570,000.00	\$ -	\$ 141,740.63	\$ 508,981.25
05/01/37	\$ 5,570,000.00	\$ 230,000.00	\$ 141,740.63	
11/01/37	\$ 5,340,000.00	\$ -	\$ 135,990.63	\$ 507,731.25
05/01/38	\$ 5,340,000.00	\$ 245,000.00	\$ 135,990.63	
11/01/38	\$ 5,095,000.00	\$ -	\$ 129,865.63	\$ 510,856.25
05/01/39	\$ 5,095,000.00	\$ 255,000.00	\$ 129,865.63	
11/01/39	\$ 4,840,000.00	\$ -	\$ 123,490.63	\$ 508,356.25
05/01/40	\$ 4,840,000.00	\$ 270,000.00	\$ 123,490.63	
11/01/40	\$ 4,570,000.00	\$ -	\$ 116,740.63	\$ 510,231.25
05/01/41	\$ 4,570,000.00	\$ 285,000.00	\$ 116,740.63	
11/01/41	\$ 3,985,000.00	\$ -	\$ 109,615.63	\$ 511,356.25
05/01/42	\$ 3,985,000.00	\$ 300,000.00	\$ 109,615.63	
11/01/42	\$ 3,985,000.00	\$ -	\$ 102,115.63	\$ 511,731.25
05/01/43	\$ 3,985,000.00	\$ 315,000.00	\$ 102,115.63	
11/01/43	\$ 3,670,000.00	\$ -	\$ 94,043.75	\$ 511,159.38
05/01/44	\$ 3,670,000.00	\$ 330,000.00	\$ 94,043.75	
11/01/44	\$ 3,340,000.00	\$ -	\$ 85,587.50	\$ 509,631.25
05/01/45	\$ 3,340,000.00	\$ 345,000.00	\$ 85,587.50	
11/01/45	\$ 2,995,000.00	\$ -	\$ 76,746.88	\$ 507,334.38
05/01/46	\$ 2,995,000.00	\$ 365,000.00	\$ 76,746.88	
11/01/46	\$ 2,630,000.00	\$ -	\$ 67,393.75	\$ 509,140.63
05/01/47	\$ 2,630,000.00	\$ 385,000.00	\$ 67,393.75	
11/01/47	\$ 2,245,000.00	\$ -	\$ 57,528.13	\$ 509,921.88

Cypress Park Estates
Community Development District
Series 2022 Special Assessment Bonds
Amortization Schedule

DATE		BALANCE		PRINCIPAL		INTEREST		TOTAL
05/01/48	\$	2,245,000.00	\$	405,000.00	\$	57,528.13		
11/01/48	\$	1,840,000.00	\$	-	\$	47,150.00	\$	509,678.13
05/01/49	\$	1,840,000.00	\$	425,000.00	\$	47,150.00		
11/01/49	\$	1,415,000.00	\$	-	\$	36,259.38	\$	508,409.38
05/01/50	\$	1,415,000.00	\$	450,000.00	\$	36,259.38	\$	-
11/01/50	\$	965,000.00	\$	-	\$	24,728.13	\$	510,987.50
05/01/51	\$	965,000.00	\$	470,000.00	\$	24,728.13	\$	-
11/01/51	\$	495,000.00	\$	-	\$	12,684.38	\$	507,412.50
05/01/52	\$	495,000.00	\$	495,000.00	\$	12,684.38	\$	507,684.38
				\$ 7,865,000.00	\$	7,562,934.44	\$	15,427,934.44

SECTION B

SECTION 1

RESOLUTION 2022-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Cypress Park Estates Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Polk County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”), attached hereto as **Exhibit “A”**; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2022/2023; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B”**, and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B”**; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B”**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B”**.
- B. Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect

Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B”**. Assessments directly collected by the District are due in full on December 1, 2022; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2022, 25% due no later than February 1, 2023 and 25% due no later than May 1, 2023. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2022/2023, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B”**, is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 23rd day of August, 2022.

ATTEST:

**CYPRESS PARK ESTATES
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Cypress Park Estates
Community Development District

Proposed Budget
FY 2023



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Cypress Park Estates
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2022	Actuals Thru 7/31/22	Projected Next 2 Months	Projected Thru 9/30/22	Proposed Budget FY2023
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Revenues

Assessments - On Roll	\$ 265,500	\$ -	\$ -	\$ -	\$ 351,262
Assessments - Direct	\$ -	\$ -	\$ -	\$ -	\$ 107,683
Assessments - Lot Closings	\$ -	\$ 262,500	\$ -	\$ 262,500	\$ -
Developer Contributions	\$ 58,945	\$ 9,105	\$ -	\$ 9,105	\$ -
Total Revenues	\$ 324,445	\$ 271,605	\$ -	\$ 271,605	\$ 458,945

Expenditures

Administrative

Supervisor Fees	\$ 10,000	\$ 2,200	\$ 2,000	\$ 4,200	\$ 10,000
Engineer Fees	\$ 10,000	\$ 3,330	\$ 1,667	\$ 4,996	\$ 10,000
Attorney Fees	\$ 25,000	\$ 13,437	\$ 4,167	\$ 17,604	\$ 25,000
Annual Audit	\$ 4,500	\$ 4,900	\$ -	\$ 4,900	\$ 6,000
Assessment Administration	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
Dissemination	\$ 6,000	\$ 5,083	\$ 1,000	\$ 6,083	\$ 8,000
Arbitrage	\$ 1,000	\$ 900	\$ -	\$ 900	\$ 1,800
Trustee Fees	\$ 5,000	\$ 8,081	\$ -	\$ 8,081	\$ 16,160
Management Fees	\$ 36,050	\$ 30,042	\$ 6,008	\$ 36,050	\$ 37,853
Information Technology	\$ 1,800	\$ 1,500	\$ 300	\$ 1,800	\$ 1,800
Website Maintenance	\$ 1,200	\$ 1,000	\$ 200	\$ 1,200	\$ 1,200
Telephone	\$ 150	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 500	\$ 302	\$ 83	\$ 385	\$ 500
Insurance	\$ 5,500	\$ 5,175	\$ -	\$ 5,175	\$ 5,822
Copies	\$ 350	\$ 21	\$ 58	\$ 79	\$ 350
Legal Advertising	\$ 10,000	\$ -	\$ 1,667	\$ 1,667	\$ 10,000
Other Current Charges	\$ 2,000	\$ 400	\$ 333	\$ 734	\$ 2,700
Office Supplies	\$ 350	\$ 14	\$ 58	\$ 73	\$ 350
Travel Per Diem	\$ 550	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total Administrative	\$ 125,125	\$ 81,561	\$ 17,542	\$ 99,102	\$ 142,710

Cypress Park Estates
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2022	Actuals Thru 7/31/22	Projected Next 2 Months	Projected Thru 9/30/22	Proposed Budget FY2023
<u>Operations & Maintenance</u>					
<u>Field Expenditures</u>					
Property Insurance	\$ 5,000	\$ 345	\$ 833	\$ 1,178	\$ 5,000
Field Management	\$ 15,000	\$ 2,500	\$ 2,500	\$ 5,000	\$ 15,750
Landscape Maintenance	\$ 40,000	\$ 11,835	\$ 9,135	\$ 20,970	\$ 80,000
Landscape Replacement	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 15,000
Lake Maintenance	\$ 10,000	\$ -	\$ 1,667	\$ 1,667	\$ -
Streetlights	\$ 12,600	\$ 5,133	\$ 3,160	\$ 8,293	\$ 16,764
Electric	\$ 5,000	\$ 763	\$ 200	\$ 963	\$ 6,600
Water & Sewer	\$ 5,000	\$ 33,526	\$ 16,510	\$ 50,036	\$ 25,185
Sidewalk & Asphalt Maintenance	\$ 500	\$ -	\$ 83	\$ 83	\$ 2,500
Irrigation Repairs	\$ 2,500	\$ 214	\$ 417	\$ 631	\$ 7,500
General Repairs & Maintenance	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 15,000
Contingency	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 7,500
Subtotal Field Expenditures	\$ 110,600	\$ 54,317	\$ 37,005	\$ 91,322	\$ 196,799
<u>Amenity Expenditures</u>					
Amenity - Electric	\$ 14,400	\$ 1,862	\$ 2,700	\$ 4,562	\$ 12,540
Amenity - Water	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 3,696
Playground Lease	\$ 14,000	\$ 4,455	\$ 2,116	\$ 6,571	\$ 23,500
Internet	\$ 3,000	\$ -	\$ 500	\$ 500	\$ 2,500
Pest Control	\$ 720	\$ -	\$ 120	\$ 120	\$ 600
Janitorial Service	\$ 5,400	\$ -	\$ 900	\$ 900	\$ 6,600
Security Services	\$ 15,000	\$ -	\$ 2,500	\$ 2,500	\$ 34,000
Pool Maintenance	\$ 16,200	\$ 2,280	\$ 2,700	\$ 4,980	\$ 18,000
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Amenity Repairs & Maintenance	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 5,000
Contingency	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 3,000
Subtotal Amenity Expenditures	\$ 83,720	\$ 8,597	\$ 14,036	\$ 22,633	\$ 114,436
Total Operations & Maintenance	\$ 194,320	\$ 62,914	\$ 51,041	\$ 113,955	\$ 311,235
<u>Other Expenses</u>					
Capital Reserves	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
Total Other Expenditures	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
Total Expenditures	\$ 324,445	\$ 144,474	\$ 73,583	\$ 218,057	\$ 458,945
Excess Revenues/(Expenditures)	\$ -	\$ 127,131	\$ (73,583)	\$ 53,549	\$ -

Net Assessments	\$ 458,945
Add: Discounts & Collections 7%	\$34,544
Gross Assessments	<u>\$493,489</u>

Product	ERU's	Assessable Units	ERU/Unit	Net Assessment	Net Per Unit	Gross Per Unit
Platted	354.00	354.00	1.00	\$351,261.83	\$992.27	\$1,066.95
Unplatted	108.52	349.00	0.31	\$107,682.67	\$308.55	\$331.77
	462.52	703.00		\$458,944.50		

Cypress Park Estates Community Development District General Fund Budget

REVENUES:

Special Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for operating expenditures during the fiscal year.

Developer Contributions

The District will enter into a Funding Agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

EXPENDITURES:

Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineer Fees

The District's engineer Gadd & Associates provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney Fees

The District's legal counsel KE Law Group, provides general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis. The District is currently contracted with Grau & Associates for these services.

Assessment Administration

The District has contracted with Governmental Management Services-Central Florida, LLC, to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon the Series 2020 bonds as well as one other anticipated bond issuance. Governmental Management Services-Central Florida, LLC, provides these services.

Cypress Park Estates Community Development District General Fund Budget

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its Series 2020 bonds as well as one other anticipated bond issuance.

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc. Governmental Management Services-Central Florida, LLC, provides these services.

Website Maintenance

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

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverage is provided by the Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Copies

Printing agenda materials for board meetings, printing of computerized checks, stationary, envelopes etc.

Legal Advertising

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

Cypress Park Estates Community Development District General Fund Budget

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Expenditures

Property Insurance

The District's property insurance coverage is provided by the Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails. Governmental Management Services-Central Florida, LLC, provides these services.

Landscape Maintenance

The District has contracts with Cardinal Landscaping to provide landscaping services throughout the District. These services include mowing, edging, trimming, cleanup, detailing and pruning as well as maintenance of the irrigation systems.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Cypress Park Estates Community Development District General Fund Budget

Electric

Represents current and estimated electric charges of common areas throughout the District.

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas. These can include pressure washing, and repairs to fences, monuments, lighting, and other assets

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenditures

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity – Water

Represents estimated water charges for the District's amenity facilities.

Playground Lease

Represents estimated cost of leasing agreement for playgrounds to be installed in the community.

Internet

Internet service will be added for use at the Amenity Facilities.

Cypress Park Estates Community Development District General Fund Budget

Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

Janitorial Services

Represents the estimated costs to provide janitorial services 3 times a week and supplies for the District's amenity facilities.

Security Services

Represents the estimated cost of contracting a monthly security service for the District's amenity facilities.

Pool Maintenance

Represents the costs of regular cleaning and treatments of the District's pool.

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

Other Expenditures:

Capital Reserves

Funds collected and reserved for the replacement of and/or purchase of new capital improvements throughout the District.

Cypress Park Estates

Community Development District

Proposed Budget Debt Service Fund Series 2020 A-1

Description	Adopted Budget FY2022	Actuals Thru 7/31/22	Projected Next 2 Months	Projected Thru 9/30/22	Proposed Budget FY2023
Revenues					
Special Assessments - 2020 A1	\$ 442,500	\$ -	\$ 5,000	\$ 5,000	\$ 442,500
Assessment - Lot Closing	\$ -	\$ 437,500	\$ -	\$ 437,500	\$ -
Interest Income	\$ -	\$ 513	\$ -	\$ 513	\$ -
Carry Forward Surplus	\$ 146,830	\$ 146,780	\$ -	\$ 146,780	\$ 147,086
Total Revenues	\$ 589,330	\$ 584,793	\$ 5,000	\$ 589,793	\$ 589,586
Expenditures					
Series 2020A-1					
Interest - 11/1	\$ 146,353	\$ 146,353	\$ -	\$ 146,353	\$ 144,384
Principal - 5/1	\$ 150,000	\$ 150,000	\$ -	\$ 150,000	\$ 155,000
Interest - 5/1	\$ 146,353	\$ 146,353	\$ -	\$ 146,353	\$ 144,384
Total Expenditures	\$ 442,706	\$ 442,706	\$ -	\$ 442,706	\$ 443,769
Excess Revenues/(Expenditures)	\$ 146,624	\$ 142,086	\$ 5,000	\$ 147,086	\$ 145,818

*Carry forward less amount in Reserve funds.

Series 2020 A-1	
Principal - 11/1/23	\$142,350
Total	\$142,350

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family Phase 1	354	\$442,500	\$1,250	\$1,344
	354	\$442,500		

Cypress Park Estates
Community Development District
Series 2020 Special Assessment Bonds Area 1
Amortization Schedule

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/22	\$ 7,620,000.00	\$ -	\$ 144,384.38	\$ 440,737.50
05/01/23	\$ 7,620,000.00	\$ 155,000.00	\$ 144,384.38	\$ -
11/01/23	\$ 7,465,000.00	\$ -	\$ 142,350.00	\$ 441,734.38
05/01/24	\$ 7,465,000.00	\$ 155,000.00	\$ 142,350.00	\$ -
11/01/24	\$ 7,310,000.00	\$ -	\$ 140,315.63	\$ 437,665.63
05/01/25	\$ 7,310,000.00	\$ 160,000.00	\$ 140,315.63	\$ -
11/01/25	\$ 7,150,000.00	\$ -	\$ 138,215.63	\$ 438,531.25
05/01/26	\$ 7,150,000.00	\$ 165,000.00	\$ 138,215.63	\$ -
11/01/26	\$ 6,985,000.00	\$ -	\$ 135,534.38	\$ 438,750.00
05/01/27	\$ 6,985,000.00	\$ 170,000.00	\$ 135,534.38	\$ -
11/01/27	\$ 6,815,000.00	\$ -	\$ 132,771.88	\$ 438,306.25
05/01/28	\$ 6,815,000.00	\$ 175,000.00	\$ 132,771.88	\$ -
11/01/28	\$ 6,640,000.00	\$ -	\$ 129,928.13	\$ 437,700.00
05/01/29	\$ 6,640,000.00	\$ 185,000.00	\$ 129,928.13	\$ -
11/01/29	\$ 6,455,000.00	\$ -	\$ 126,921.88	\$ 441,850.00
05/01/30	\$ 6,455,000.00	\$ 190,000.00	\$ 126,921.88	\$ -
11/01/30	\$ 6,265,000.00	\$ -	\$ 123,834.38	\$ 440,756.25
05/01/31	\$ 6,265,000.00	\$ 195,000.00	\$ 123,834.38	\$ -
11/01/31	\$ 6,070,000.00	\$ -	\$ 120,056.25	\$ 438,890.63
05/01/32	\$ 6,070,000.00	\$ 205,000.00	\$ 120,056.25	\$ -
11/01/32	\$ 5,865,000.00	\$ -	\$ 116,084.38	\$ 441,140.63
05/01/33	\$ 5,865,000.00	\$ 210,000.00	\$ 116,084.38	\$ -
11/01/33	\$ 5,655,000.00	\$ -	\$ 112,015.63	\$ 438,100.00
05/01/34	\$ 5,655,000.00	\$ 220,000.00	\$ 112,015.63	\$ -
11/01/34	\$ 5,435,000.00	\$ -	\$ 107,753.13	\$ 439,768.75
05/01/35	\$ 5,435,000.00	\$ 230,000.00	\$ 107,753.13	\$ -
11/01/35	\$ 5,205,000.00	\$ -	\$ 103,296.88	\$ 441,050.00
05/01/36	\$ 5,205,000.00	\$ 240,000.00	\$ 103,296.88	\$ -
11/01/36	\$ 4,965,000.00	\$ -	\$ 98,646.88	\$ 441,943.75
05/01/37	\$ 4,965,000.00	\$ 245,000.00	\$ 98,646.88	\$ -
11/01/37	\$ 4,720,000.00	\$ -	\$ 93,900.00	\$ 437,546.88
05/01/38	\$ 4,720,000.00	\$ 255,000.00	\$ 93,900.00	\$ -
11/01/38	\$ 4,465,000.00	\$ -	\$ 88,959.38	\$ 437,859.38
05/01/39	\$ 4,465,000.00	\$ 265,000.00	\$ 88,959.38	\$ -
11/01/39	\$ 4,200,000.00	\$ -	\$ 83,825.00	\$ 437,784.38
05/01/40	\$ 4,200,000.00	\$ 280,000.00	\$ 83,825.00	\$ -
11/01/40	\$ 3,920,000.00	\$ -	\$ 78,400.00	\$ 442,225.00
05/01/41	\$ 3,920,000.00	\$ 290,000.00	\$ 78,400.00	\$ -
11/01/41	\$ 3,630,000.00	\$ -	\$ 72,600.00	\$ 441,000.00
05/01/42	\$ 3,630,000.00	\$ 300,000.00	\$ 72,600.00	\$ -
11/01/42	\$ 3,330,000.00	\$ -	\$ 66,600.00	\$ 439,200.00
05/01/43	\$ 3,330,000.00	\$ 315,000.00	\$ 66,600.00	\$ -
11/01/43	\$ 3,015,000.00	\$ -	\$ 60,300.00	\$ 441,900.00
05/01/44	\$ 3,015,000.00	\$ 325,000.00	\$ 60,300.00	\$ -
11/01/44	\$ 2,690,000.00	\$ -	\$ 53,800.00	\$ 439,100.00
05/01/45	\$ 2,690,000.00	\$ 340,000.00	\$ 53,800.00	\$ -
11/01/45	\$ 2,350,000.00	\$ -	\$ 47,000.00	\$ 440,800.00
05/01/46	\$ 2,350,000.00	\$ 355,000.00	\$ 47,000.00	\$ -
11/01/46	\$ 1,995,000.00	\$ -	\$ 39,900.00	\$ 441,900.00

Cypress Park Estates
Community Development District
Series 2020 Special Assessment Bonds Area 1
Amortization Schedule

DATE		BALANCE		PRINCIPAL		INTEREST		TOTAL
05/01/47	\$	1,995,000.00	\$	365,000.00	\$	39,900.00	\$	-
11/01/47	\$	1,630,000.00	\$	-	\$	32,600.00	\$	437,500.00
05/01/48	\$	1,630,000.00	\$	385,000.00	\$	32,600.00	\$	-
11/01/48	\$	1,245,000.00	\$	-	\$	24,900.00	\$	442,500.00
05/01/49	\$	1,245,000.00	\$	400,000.00	\$	24,900.00	\$	-
11/01/49	\$	845,000.00	\$	-	\$	16,900.00	\$	441,800.00
05/01/50	\$	845,000.00	\$	415,000.00	\$	16,900.00	\$	-
11/1/50	\$	430,000.00	\$	-	\$	8,600.00	\$	440,500.00
5/1/51	\$	430,000.00	\$	430,000.00	\$	8,600.00	\$	438,600.00
			\$	7,620,000.00	\$	5,280,787.50	\$	13,197,140.63

Cypress Park Estates

Community Development District

Proposed Budget Debt Service Fund Series 2020 A-2

Description	Adopted Budget FY2022	Actuals Thru 7/31/22	Projected Next 2 Months	Projected Thru 9/30/22	Proposed Budget FY2023
Revenues					
Special Assessments - 2020 A2	\$ 71,156	\$ 44,078	\$ 27,078	\$ 71,156	\$ 71,200
Interest Income	\$ -	\$ 62	\$ -	\$ 62	\$ -
Carry Forward Surplus	\$ 24,092	\$ 24,144	\$ -	\$ 24,144	\$ 27,206
Total Revenues	\$ 95,248	\$ 68,284	\$ 27,078	\$ 95,362	\$ 98,406
Expenditures					
Series 2018A-2					
Interest- 11/1	\$ 24,078	\$ 24,078	\$ -	\$ 24,078	\$ 23,678
Principal - 5/1	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	\$ 20,000
Interest - 5/1	\$ 24,078	\$ 24,078	\$ -	\$ 24,078	\$ 23,678
Total Expenditures	\$ 68,156	\$ 68,156	\$ -	\$ 68,156	\$ 67,356
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -	\$ -
Excess Revenues/(Expenditures)	\$ 27,092	\$ 128	\$ 27,078	\$ 27,206	\$ 31,049

*Carry forward less amount in Reserve funds.

Series 2020 A-2	
Interest - 11/1/23	\$23,278
Total	\$23,278

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family Phase 2	178	\$71,200	\$400	\$430
	178	\$71,200		

Cypress Park Estates
Community Development District
Series 2020 Special Assessment Bonds Area 2
Amortization Schedule

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/22	\$ 1,165,000.00	\$ -	\$ 23,678.13	\$ 67,756.25
05/01/23	\$ 1,165,000.00	\$ 20,000.00	\$ 23,678.13	\$ -
11/01/23	\$ 1,145,000.00	\$ -	\$ 23,278.13	\$ 66,956.25
05/01/24	\$ 1,145,000.00	\$ 20,000.00	\$ 23,278.13	\$ -
11/01/24	\$ 1,125,000.00	\$ -	\$ 22,878.13	\$ 66,156.25
05/01/25	\$ 1,125,000.00	\$ 25,000.00	\$ 22,878.13	\$ -
11/01/25	\$ 1,100,000.00	\$ -	\$ 22,378.13	\$ 70,256.25
05/01/26	\$ 1,100,000.00	\$ 25,000.00	\$ 22,378.13	\$ -
11/01/26	\$ 1,075,000.00	\$ -	\$ 21,878.13	\$ 69,256.25
05/01/27	\$ 1,075,000.00	\$ 25,000.00	\$ 21,878.13	\$ -
11/01/27	\$ 1,050,000.00	\$ -	\$ 21,378.13	\$ 68,256.25
05/01/28	\$ 1,050,000.00	\$ 25,000.00	\$ 21,378.13	\$ -
11/01/28	\$ 1,025,000.00	\$ -	\$ 20,878.13	\$ 67,256.25
05/01/29	\$ 1,025,000.00	\$ 30,000.00	\$ 20,878.13	\$ -
11/01/29	\$ 995,000.00	\$ -	\$ 20,278.13	\$ 71,156.25
05/01/30	\$ 995,000.00	\$ 30,000.00	\$ 20,278.13	\$ -
11/01/30	\$ 965,000.00	\$ -	\$ 19,678.13	\$ 69,956.25
05/01/31	\$ 965,000.00	\$ 30,000.00	\$ 19,678.13	\$ -
11/01/31	\$ 935,000.00	\$ -	\$ 19,078.13	\$ 68,756.25
05/01/32	\$ 935,000.00	\$ 30,000.00	\$ 19,078.13	\$ -
11/01/32	\$ 905,000.00	\$ -	\$ 18,478.13	\$ 67,556.25
05/01/33	\$ 905,000.00	\$ 30,000.00	\$ 18,478.13	\$ -
11/01/33	\$ 875,000.00	\$ -	\$ 17,878.13	\$ 66,356.25
05/01/34	\$ 875,000.00	\$ 35,000.00	\$ 17,878.13	\$ -
11/01/34	\$ 840,000.00	\$ -	\$ 17,178.13	\$ 70,056.25
05/01/35	\$ 840,000.00	\$ 35,000.00	\$ 17,178.13	\$ -
11/01/35	\$ 805,000.00	\$ -	\$ 16,478.13	\$ 68,656.25
05/01/36	\$ 805,000.00	\$ 35,000.00	\$ 16,478.13	\$ -
11/01/36	\$ 770,000.00	\$ -	\$ 15,778.13	\$ 67,256.25
05/01/37	\$ 770,000.00	\$ 40,000.00	\$ 15,778.13	\$ -
11/01/37	\$ 730,000.00	\$ -	\$ 14,978.13	\$ 70,756.25
05/01/38	\$ 730,000.00	\$ 40,000.00	\$ 14,978.13	\$ -
11/01/38	\$ 690,000.00	\$ -	\$ 14,178.13	\$ 69,156.25
05/01/39	\$ 690,000.00	\$ 40,000.00	\$ 14,178.13	\$ -
11/01/39	\$ 650,000.00	\$ -	\$ 13,378.13	\$ 67,556.25
05/01/40	\$ 650,000.00	\$ 45,000.00	\$ 13,378.13	\$ -
11/01/40	\$ 605,000.00	\$ -	\$ 12,478.13	\$ 70,856.25
05/01/41	\$ 605,000.00	\$ 45,000.00	\$ 12,478.13	\$ -
11/01/41	\$ 560,000.00	\$ -	\$ 11,550.00	\$ 69,028.13
05/01/42	\$ 560,000.00	\$ 45,000.00	\$ 11,550.00	\$ -
11/01/42	\$ 515,000.00	\$ -	\$ 10,621.88	\$ 67,171.88
05/01/43	\$ 515,000.00	\$ 50,000.00	\$ 10,621.88	\$ -
11/01/43	\$ 465,000.00	\$ -	\$ 9,590.63	\$ 70,212.50
05/01/44	\$ 465,000.00	\$ 50,000.00	\$ 9,590.63	\$ -
11/01/44	\$ 415,000.00	\$ -	\$ 8,559.38	\$ 68,150.00
05/01/45	\$ 415,000.00	\$ 55,000.00	\$ 8,559.38	\$ -
11/01/45	\$ 360,000.00	\$ -	\$ 7,425.00	\$ 70,984.38
05/01/46	\$ 360,000.00	\$ 55,000.00	\$ 7,425.00	\$ -
11/01/46	\$ 305,000.00	\$ -	\$ 6,290.63	\$ 68,715.63

Cypress Park Estates
Community Development District
Series 2020 Special Assessment Bonds Area 2
Amortization Schedule

DATE		BALANCE		PRINCIPAL		INTEREST		TOTAL
05/01/47	\$	305,000.00	\$	55,000.00	\$	6,290.63	\$	-
11/01/47	\$	250,000.00	\$	-	\$	5,156.25	\$	66,446.88
05/01/48	\$	250,000.00	\$	60,000.00	\$	5,156.25	\$	-
11/01/48	\$	190,000.00	\$	-	\$	3,918.75	\$	69,075.00
05/01/49	\$	190,000.00	\$	60,000.00	\$	3,918.75	\$	-
11/01/49	\$	130,000.00	\$	-	\$	2,681.25	\$	66,600.00
05/01/50	\$	130,000.00	\$	65,000.00	\$	2,681.25	\$	-
11/1/50	\$	65,000.00	\$	-	\$	1,340.63	\$	69,021.88
5/1/51	\$	65,000.00	\$	65,000.00	\$	1,340.63	\$	66,340.63
				\$ 1,165,000.00	\$	846,637.50	\$	2,055,715.63

Cypress Park Estates

Community Development District

Proposed Budget Debt Service Fund Series 2022

Description	Adopted Budget FY2022	Actuals Thru 7/31/22	Projected Next 2 Months	Projected Thru 9/30/22	Proposed Budget FY2023
Revenues					
Special Assessments	\$ -	\$ -	\$ -	\$ -	\$ 511,731
Interest Income	\$ -	\$ 224	\$ -	\$ 224	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ 148,346
Total Revenues	\$ -	\$ 224	\$ -	\$ 224	\$ 660,077
Expenditures					
Series 2022					
Interest- 11/1	\$ -	\$ -	\$ -	\$ -	\$ 148,122
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 120,000
Interest - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 196,044
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 464,166
Other Financing Sources/(Uses)					
Bonds Proceed	\$ -	\$ 659,853	\$ -	\$ 659,853	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ 659,853	\$ -	\$ 659,853	\$ -
Excess Revenues/(Expenditures)	\$ -	\$ 660,078	\$ -	\$ 660,078	\$ 195,912

*Carry forward less amount in Reserve funds.

Series 2022	
Interest - 11/1/23	\$193,419
Total	\$193,419

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family - Phase 2	178	\$195,800	\$1,100	\$1,183
Single family - Phase 3	171	\$315,931	\$1,848	\$1,987
	349	\$511,731		

Cypress Park Estates
Community Development District
Series 2022 Special Assessment Bonds
Amortization Schedule

DATE		BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/22	\$	7,865,000.00	\$ -	\$ 148,121.94	\$ 148,121.94
05/01/23	\$	7,865,000.00	\$ 120,000.00	\$ 196,043.75	
11/01/23	\$	7,745,000.00	\$ -	\$ 193,418.75	\$ 509,462.50
05/01/24	\$	7,745,000.00	\$ 125,000.00	\$ 193,418.75	
11/01/24	\$	7,620,000.00	\$ -	\$ 190,684.38	\$ 509,103.13
05/01/25	\$	7,620,000.00	\$ 130,000.00	\$ 190,684.38	
11/01/25	\$	7,210,000.00	\$ -	\$ 187,840.63	\$ 508,525.00
05/01/26	\$	7,210,000.00	\$ 135,000.00	\$ 187,840.63	
11/01/26	\$	7,210,000.00	\$ -	\$ 184,887.50	\$ 507,728.13
05/01/27	\$	7,210,000.00	\$ 145,000.00	\$ 184,887.50	
11/01/27	\$	7,210,000.00	\$ -	\$ 181,715.63	\$ 511,603.13
05/01/28	\$	7,210,000.00	\$ 150,000.00	\$ 181,715.63	
11/01/28	\$	7,060,000.00	\$ -	\$ 178,153.13	\$ 509,868.75
05/01/29	\$	7,060,000.00	\$ 155,000.00	\$ 178,153.13	
11/01/29	\$	6,905,000.00	\$ -	\$ 174,471.88	\$ 507,625.00
05/01/30	\$	6,905,000.00	\$ 165,000.00	\$ 174,471.88	
11/01/30	\$	6,740,000.00	\$ -	\$ 170,553.13	\$ 510,025.00
05/01/31	\$	6,740,000.00	\$ 170,000.00	\$ 170,553.13	
11/01/31	\$	6,390,000.00	\$ -	\$ 166,515.63	\$ 507,068.75
05/01/32	\$	6,390,000.00	\$ 180,000.00	\$ 166,515.63	
11/01/32	\$	6,390,000.00	\$ -	\$ 162,240.63	\$ 508,756.25
05/01/33	\$	6,390,000.00	\$ 190,000.00	\$ 162,240.63	
11/01/33	\$	6,200,000.00	\$ -	\$ 157,490.63	\$ 509,731.25
05/01/34	\$	6,200,000.00	\$ 200,000.00	\$ 157,490.63	
11/01/34	\$	6,000,000.00	\$ -	\$ 152,490.63	\$ 509,981.25
05/01/35	\$	6,000,000.00	\$ 210,000.00	\$ 152,490.63	
11/01/35	\$	5,790,000.00	\$ -	\$ 147,240.63	\$ 509,731.25
05/01/36	\$	5,790,000.00	\$ 220,000.00	\$ 147,240.63	
11/01/36	\$	5,570,000.00	\$ -	\$ 141,740.63	\$ 508,981.25
05/01/37	\$	5,570,000.00	\$ 230,000.00	\$ 141,740.63	
11/01/37	\$	5,340,000.00	\$ -	\$ 135,990.63	\$ 507,731.25
05/01/38	\$	5,340,000.00	\$ 245,000.00	\$ 135,990.63	
11/01/38	\$	5,095,000.00	\$ -	\$ 129,865.63	\$ 510,856.25
05/01/39	\$	5,095,000.00	\$ 255,000.00	\$ 129,865.63	
11/01/39	\$	4,840,000.00	\$ -	\$ 123,490.63	\$ 508,356.25
05/01/40	\$	4,840,000.00	\$ 270,000.00	\$ 123,490.63	
11/01/40	\$	4,570,000.00	\$ -	\$ 116,740.63	\$ 510,231.25
05/01/41	\$	4,570,000.00	\$ 285,000.00	\$ 116,740.63	
11/01/41	\$	3,985,000.00	\$ -	\$ 109,615.63	\$ 511,356.25
05/01/42	\$	3,985,000.00	\$ 300,000.00	\$ 109,615.63	
11/01/42	\$	3,985,000.00	\$ -	\$ 102,115.63	\$ 511,731.25
05/01/43	\$	3,985,000.00	\$ 315,000.00	\$ 102,115.63	
11/01/43	\$	3,670,000.00	\$ -	\$ 94,043.75	\$ 511,159.38
05/01/44	\$	3,670,000.00	\$ 330,000.00	\$ 94,043.75	
11/01/44	\$	3,340,000.00	\$ -	\$ 85,587.50	\$ 509,631.25
05/01/45	\$	3,340,000.00	\$ 345,000.00	\$ 85,587.50	
11/01/45	\$	2,995,000.00	\$ -	\$ 76,746.88	\$ 507,334.38
05/01/46	\$	2,995,000.00	\$ 365,000.00	\$ 76,746.88	
11/01/46	\$	2,630,000.00	\$ -	\$ 67,393.75	\$ 509,140.63
05/01/47	\$	2,630,000.00	\$ 385,000.00	\$ 67,393.75	
11/01/47	\$	2,245,000.00	\$ -	\$ 57,528.13	\$ 509,921.88

Cypress Park Estates
Community Development District
Series 2022 Special Assessment Bonds
Amortization Schedule

DATE		BALANCE		PRINCIPAL		INTEREST		TOTAL
05/01/48	\$	2,245,000.00	\$	405,000.00	\$	57,528.13		
11/01/48	\$	1,840,000.00	\$	-	\$	47,150.00	\$	509,678.13
05/01/49	\$	1,840,000.00	\$	425,000.00	\$	47,150.00		
11/01/49	\$	1,415,000.00	\$	-	\$	36,259.38	\$	508,409.38
05/01/50	\$	1,415,000.00	\$	450,000.00	\$	36,259.38	\$	-
11/01/50	\$	965,000.00	\$	-	\$	24,728.13	\$	510,987.50
05/01/51	\$	965,000.00	\$	470,000.00	\$	24,728.13	\$	-
11/01/51	\$	495,000.00	\$	-	\$	12,684.38	\$	507,412.50
05/01/52	\$	495,000.00	\$	495,000.00	\$	12,684.38	\$	507,684.38
				\$ 7,865,000.00	\$	7,562,934.44	\$	15,427,934.44

Cypress Park Estates CDD FY 23 Assessment Roll

PARCEL ID	PROP DSCR1	PROP DSCR2	Units	O&M	Series 2020 Debt	Series 2022 Debt	Total
272723757502000010	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 1	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000020	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 2	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000030	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 3	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000040	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 4	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000050	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 5	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000060	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 6	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000070	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 7	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000080	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 8	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000090	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 9	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000100	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 10	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000110	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 11	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000120	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 12	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000130	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 13	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000140	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 14	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000150	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 15	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000160	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 16	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000170	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 17	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000180	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 18	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000190	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 19	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000200	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 20	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000210	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 21	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000220	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 22	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000230	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 23	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000240	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 24	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000250	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 25	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000260	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 26	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000270	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 27	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000280	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 28	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000290	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 29	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000300	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 30	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502000310	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 31	1	\$1,066.95	\$1,344.09		\$2,411.04

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PARCEL ID	PROP DSCR1	PROP DSCR2	Units	O&M	Series 2020 Debt	Series 2022 Debt	Total
272723757502003470	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 347	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502003480	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 348	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502003490	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 349	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502003500	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 350	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502003510	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 351	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502003520	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 352	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502003530	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 353	1	\$1,066.95	\$1,344.09		\$2,411.04
272723757502003540	CYPRESS PARK ESTATES PHASE 1 PB 187 PGS 2-7	LOT 354	1	\$1,066.95	\$1,344.09		\$2,411.04
Total Gross Assessments on Roll			354	\$377,700.30	\$475,807.86	\$0.00	\$853,508.16
Total Net Assessments on Roll			354	\$351,261.28	\$442,501.31	\$0.00	\$793,762.59
Direct Billing			Acres				
272724000000044020	W1/2 OF SW1/4 OF SW1/4 LESS ST RD S 580	& LESS THAT	18.85	\$28,363.86	\$18,754.36	\$134,791.27	\$181,909.49
272723000000023001	N1/2 OF SE1/4 LESS BAKER DAIRY RD PER MB 18	PG 6-21 &	58.10	\$87,423.87	\$57,805.22	\$415,457.44	\$560,686.53
Gross Direct Billing			76.95	\$115,787.73	\$76,559.58	\$550,248.71	\$742,596.02
Net Direct Billing				\$107,682.59	\$71,200.41	\$511,731.30	\$690,614.30
Total Gross Assessments				\$493,488.03	\$552,367.44	\$550,248.71	\$1,596,104.18
Total Net Assessments				\$458,943.87	\$513,701.72	\$511,731.30	\$1,484,376.89

SECTION C

SECTION 1

RESOLUTION 2022-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENITY POLICIES AND RATES INCLUDING SUSPENSION AND TERMINATION POLICIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the Amenity Policies and Rates (together, “Amenity Rules”), attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board further finds that the imposition of fees for utilization of the recreation facilities and related services is necessary in order to provide for the expenses associated with the operation and maintenance of the recreation facilities and is in the best interests of the District; and

WHEREAS, the Board finds that the fee structure outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption, including holding the requisite public hearing.

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

SECTION 1. The attached Amenity Rules are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amenity Rules shall stay in full force and effect until such time as they are otherwise amended by the Board.

SECTION 2. The fees in **Exhibit A** are just and equitable and have been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

SECTION 3. Fees for use of the District's recreation facilities and services are adopted in accordance with **Exhibit A** for the purpose of providing revenues to maintain the operation and maintenance of the facilities, and are hereby ratified, approved and confirmed.

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

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

PASSED AND ADOPTED this 23rd day of August 2022.

ATTEST:

**CYPRESS PARK ESTATES
COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amenity Policies and Rates

CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT

AMENITY POLICIES AND RATES

ADOPTED – TUESDAY, AUGUST 23, 2022 ¹

¹ LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2021); in accordance with Chapter 190 of the Florida Statutes, and on Tuesday, August 23, 2022, at a duly noticed public meeting and after a duly noticed public hearing, the Boards of Supervisors of the Cypress Park Estates Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

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DEFINITIONS

“Amenities” or “Amenity Facilities”– shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to swimming pool, pool deck, tot lot, and playground, together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” and “Amenity Rates” – shall mean these Amenity Policies and Rates of the Cypress Park Estates Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Manager” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Amenity Rates” – shall mean those rates and fees established by the Board of Supervisors of the Cypress Park Estates Community Development District as provided in **Exhibit A** attached hereto.

“Access Card” – shall mean an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the Cypress Park Estates Community Development District.

“District” – shall mean the Cypress Park Estates Community Development District.

“District Staff” – shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

“Homeowners Association” or “HOA” or “POA” – shall mean an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

“Household” – shall mean a residential unit or a group of individuals residing within a Patron’s home. ***This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.*** Upon District’s request, proof of residency for individuals over the age of eighteen (18) years may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

“Non-Resident” – shall mean any person who does not own property within the District.

“Non-Resident Patron” – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Non-Resident User Fee” or “Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Patron” – shall mean Residents, Guests, Non-Resident Patrons and Renters.

“Renter” – shall mean a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

“Resident” – shall mean any person or Household owning property within the District.

The words "hereof," "herein," "hereto," "hereby," “hereinafter” and "hereunder" and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons and Guests have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at your Own Risk.** All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, or damage to or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities.
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Amenities in accordance with the policies and rules set forth herein, and are not responsible for paying the Annual Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year, and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any maintenance special assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident's access privileges. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and receive an Access Card.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Annual Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Patron Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron must always accompany its Guests during its Guests' use of the Amenities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. *Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household's access and usage privileges.*
- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Access Card. Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities

shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Cards.** Access Cards will be issued to each Household at the time they are closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. Access Cards shall not be issued to Non-Residents. A maximum of two (2) Access Cards will be issued per Household.

All Patrons must use their Access Cards for entrance to the Amenity Facilities. Each Household will be authorized two(2) initial Access Cards free of charge after which a fee shall be charged for each additional Access Card in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards.

GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable Amenity facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website or at the applicable Amenity facility, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website and/or as posted at the applicable Amenity facility. No Patron is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
 - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests must be accompanied by a Patron possessing a valid Access Card at all times.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District staff. Off-road bikes/vehicles (including ATVs) and motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
 - (e) **Fireworks/Flames.** Fireworks and open flames of any kind are not permitted anywhere on District-owned property or adjacent areas.
 - (f) **Skateboards, Etc.** Bicycles, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, open fields, playground area and sidewalks surrounding these areas.
 - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
 - (h) **Firearms.** The possession and use of firearms shall be in strict accordance with Florida Law.
 - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
 - (j) **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
 - (k) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.

- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Amenities.
- (p) **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or its contractors may result in suspension or termination of Amenity access and usage privileges. If District Staff requests that a Patron leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity access and usage privileges.
- (q) **Profanity/Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (r) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (s) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (t) **Outside Vendors/Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.

SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animals” as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls and fitness center), pools, various sport courts and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health.
- (2) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Minors fourteen (14) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older, always within arm's length when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area.
- (7) **Horseplay** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (8) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (9) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (10) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the Patron using them to enter the pool or use the restroom facilities.
- (11) **Entrances.** Pool entrances must be kept clear at all times.
- (12) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (13) **Swim Diapers.** Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
- (14) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.
- (15) **Pool Closure.** In addition to Polk County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:

- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - Operational and mechanical treatments or difficulties affecting pool water quality.
 - For a reasonable period following any mishap that resulted in contamination of pool water.
 - Any other reason deemed to be in the best interests of the District as determined by District staff.
- (16) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (17) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect at all times.
- (18) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.

DOG PARK POLICIES

The Dog Park is restricted to use only by Patrons of the District and their guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.

- (1) Dogs must be on leashes at all times, except within the Dog Park area.
- (2) Dogs inside the Dog park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- (3) Dog handler must have the leash with them at all times.
- (4) Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- (5) Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (6) Limit of 3 dogs per ADULT dog handler.
- (7) Puppies under four months of age should not enter the Dog Park.
- (8) Children under the age of twelve (12) are not permitted within the Dog Park area.
- (9) Dog handlers are responsible for the behavior of their animals.
- (10) Aggressive dogs are not allowed in the Dog Park. Any dogs showing signs of aggression should be removed from the Dog Park immediately.
- (11) Female dogs in heat are not permitted in the Dog Park.
- (12) Human or dog food inside the Dog Park is prohibited.
- (13) Dog handlers must clean up any dog droppings made by their pets.
- (14) Dog handlers must fill in any holes made by their pets.
- (15) Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
- (16) Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner must register trainer with the District prior to working with the dog.
- (17) The Dog Park is a designated “No Smoking” area.

USE OF THE DOG PARK IS AT PATRON’S OWN RISK

Use of the Dog Park is voluntary and evidences your waiver of any claims against the District resulting from activities occurring at the Dog Park. The District is not responsible for any injury or harm caused by use of the Dog Park.

PLAYGROUND POLICIES

- (1) **Use at Own Risk.** Patrons may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children fourteen (14) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing, especially with strings, should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food & Drink.** No food, drinks or gum are permitted on the playground, other than such water in non-breakable containers as may be necessary for reasonable hydration, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass Containers.** No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed at the playground or parks.

SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) **General Policy.** All persons using the Amenities and entering District property shall comply with the Amenity Policies established for the safe operations and maintenance of the District's Amenities. In order to protect the rights and privileges of rule-abiding Patrons, inappropriate behavior by Patrons will not be tolerated.
- (2) **Suspension of Access and Use Privileges.** The District, through its Board, District Manager, Amenity Manager and District Counsel shall have the right to restrict, suspend or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:
 - Submits false information on any application for use of the Amenities;
 - Permits the unauthorized use of an Access Card;
 - Exhibits unsatisfactory behavior, deportment or appearance;
 - Fails to pay amounts owed to the District in a proper and timely manner;
 - Fails to abide by any District rules or policies (e.g., Amenity Policies);
 - Treats the District's supervisors, staff, general/amenity management, contractors or other representatives, or other Patrons, in an unreasonable or abusive manner;
 - Damages or destroys District property; or
 - Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors or other representatives, or other residents or guests.
- (3) **Authority of District Staff.** District Staff or their designee, may immediately remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. District Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.
- (4) **Process for Suspension or Termination of Access and Use Privileges.** Subject to the rights of District Staff set forth in Paragraph (3) above, the following process shall govern suspension and termination of privileges:
 - (a) Offenses:
 - i First Offense: Verbal warning by District Staff and suspension from the Amenities for up to one (1) week from the commencement of the suspension. Violation is recorded by District Staff, signed by the individual offender(s), and held on file by the District.
 - ii Second Offense: Automatic suspension of all Amenity privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District.
 - iii Third Offense: Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.
 - (b) Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second

offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses

- (c) Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender's privileges, which suspension or termination may include members of the offender's Household and may, upon the first offense, equal or exceed one year. In situations that pose a long-term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.
- (d) Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final and binding.

- (5) **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Paragraph 2 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

USE AT OWN RISK; INDEMNIFICATION

Any Patron or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, “Indemnitees”), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys’ fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron or other person shall be liable to the District for all attorneys’ fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term “Activities” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts’ sovereign immunity, or limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

The above Amenity Policies and Rates were adopted on August 23, 2022 by the Board of Supervisors for the Cypress Park Estates Community Development District, at a duly noticed public hearing and meeting.

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amenity Rates

Exhibit B: Amenity Access Registration Form

EXHIBIT A
AMENITY RATES

TYPE	RATE
Annual Non-Resident User Fee	\$2,500.00
Replacement Access Card	\$30.00

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

**CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT
AMENITIES ACCESS REGISTRATION FORM**

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____

CELL PHONE: _____

EMAIL ADDRESS: _____

ADDITIONAL RESIDENT 1: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 2: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 3: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 4: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 5: _____

DOB IF UNDER 18 _____

ACCEPTANCE:

I acknowledge receipt of the Access Card(s) for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the District for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Access Card. It is understood that Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable Replacement Access Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenity Facilities (as defined in the District's Amenity Policies & Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Patron (Parent or Legal Guardian if Minor)

Date

AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Cypress Park Estates Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Signature of Patron

State of Florida

County of _____

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of ____, 20__, by _____ who is [] personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Official Notary Public Signature

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies and Rates** of the Cypress Park Estates Community Development District.

Signature of Patron
(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

Please refer to the **Amenity Policies and Rates** for the most current policies regarding guests.

PLEASE RETURN THIS FORM TO:

Cypress Park Estates Community Development
District Attn: Amenity Access Team
219 East Livingston Street
Orlando, Florida 32801
Answering Service: (689) 500-4540
Email: amenityaccess@gmscfl.com

OFFICE USE ONLY:

Date Received

Date Entered in System

Staff Member Signature

PRIMARY RESIDENT:

Access Card #

ADDITIONAL INFORMATION:

Phase ____ – ____ Phase ____ – ____ Phase ____ – ____

New Construction: ____ Re-Sale: ____ Prior Owner: ____

Rental: ____ Landlord/Owner: ____

Lease Term: ____ Tenant/Renter: ____

EXHIBIT A

SECTION V

RESOLUTION 2022-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2022-2023; AND PROVIDING FOR 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 entirely within the city of Haines City, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2022-2023 annual meeting schedule attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2022-2023 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 23rd day of August 2022

ATTEST:

**CYPRESS PARK ESTATES
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2022-2023 Annual Meeting Schedule

Exhibit A

BOARD OF SUPERVISORS MEETING DATES CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2022-2023

The Board of Supervisors of the Cypress Park Estates Community Development District will hold their regular meetings for Fiscal Year 2022-2023 at the Lake Alfred Public Library, 245 N Seminole Ave, Lake Alfred, FL 33850, at 11:00 a.m. on the 4th Thursday of each month, unless otherwise indicated as follows:

October 27, 2022

November 24, 2022 (Thanksgiving)

December 22, 2022

January 26, 2023

February 23, 2023

March 23, 2023

April 27, 2023

May 25, 2023

June 22, 2023

July 27, 2023

August 24, 2023

September 28, 2023

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

SECTION VI

**ESCROW AGREEMENT
(Amenity Deposit)**

THIS ESCROW AGREEMENT (this “**Escrow Agreement**”) is made this 21st day of October, 2021, by and among **KRPC EAST JOHNSON, LLC**, a Florida limited liability company (“**Seller**”), **SHUFFIELD, LOWMAN & WILSON, P.A.** (“**Escrow Agent**”), and **CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT** (“**CDD**”).

WHEREAS, Seller is party to certain agreements for the purchase and sale of real property within Phase 1 of the community known as Cypress Park Estates (collectively, the “**Purchase Agreements**”); and

WHEREAS, pursuant to the Purchase Agreements, Seller has deposited in escrow with Escrow Agent the sum of **SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00)** in order to reimburse Seller and/or the CDD for expenses (collectively, the “**Amenity Expenses**”) associated with the construction of the community amenity to consist of a cabana building, pool, a children’s playground, and a recreational park and related appurtenances approved for Phase 1 of Cypress Park Estates (the “**Community Amenity**”); and

WHEREAS, the CDD, at Seller and/or the CDD’s expense, shall be responsible for construction of the Community Amenity.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Escrowed Funds.** Escrow Agent hereby acknowledges receipt from Seller of **SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00)** (the “**Escrowed Funds**”). The Escrowed Funds shall be deposited into an interest-bearing account.
3. **Application for Payment.** Seller and/or the CDD shall be entitled to draw upon the Escrowed Funds upon delivery to Escrow Agent of an application for payment (the “**Amenity Application**”), which Amenity Application shall be (a) substantially consistent with the construction contract entered into for the Community Amenity and (b) accompanied by invoices and an accounting evidencing in reasonably detail the purpose of the expenditure and the amount spent. The buyers under the Purchase Agreements shall have the right to request, in writing from Escrow Agent, copies of the Amenity Application and corresponding documentation and Escrow Agent shall promptly (within two (2) business days) comply with such request. Within seven (7) days from the receipt of such Amenity Application, Escrow Agent shall immediately pay to Seller or the CDD from the Escrowed Funds the amount requested within such Amenity Application, provided, that such Amenity Application complies with the requirements of this Escrow Agreement. Any excess Escrowed Funds remaining after completion of construction of the Community Amenity shall be promptly refunded to Seller.
4. **Notices.** All notices given pursuant to this Escrow Agreement shall be in writing and shall be sent via hand delivery, recognized overnight courier service, certified mail, or electronic transmission to the addresses set forth below:

Seller:

KRPC EAST JOHNSON, LLC
121 Garfield Avenue
Winter Park, Florida 32789
Telephone No.: (407) 645-4400

Attn: Allan Keen, McKinzie Terrill and Steven Rosser
E-Mail: keen@keewin.net
Email: mterrill@keewin.net
Email: srosser@keewin.net

Copy To: SHUFFIELD, LOWMAN & WILSON, P.A.
1000 Legion Place, Suite 1700
Orlando, Florida 32801
Telephone No.: (407) 581-9800
Attn: Scott A. Cookson, Esq.
E-Mail: scookson@shuffield.com

Escrow Agent: SHUFFIELD, LOWMAN & WILSON, P.A.
1000 Legion Place, Suite 1700
Orlando, Florida 32801
Telephone No.: (407) 581-9800
Attn: Scott A. Cookson, Esq.
E-Mail: scookson@shuffield.com

CDD: Governmental Management Services
219 E. Livingston Street
Orlando, FL 32801
Telephone No.: 407-841-5524
Attn: Darrin Mossing, Jr.
E-Mail: drj@gmstnn.com

5. **Duties of Escrow Agent.** It is agreed that:

- (a) **No Liability.** The duties of Escrow Agent are only as herein specifically provided, and are purely ministerial in nature, and Escrow Agent shall incur no liability whatsoever except for willful misconduct or gross negligence;
- (b) **Reliance by Escrow Agent.** In the performance of its duties hereunder, Escrow Agent shall be entitled to rely upon any document, instrument or signature believed by it to be genuine and signed by one of the parties or its successors;
- (c) **Assumed Authority.** Escrow Agent may assume that any person purporting to give any notice of instructions in accordance with the provisions hereof has been duly authorized to do so;
- (d) **Modifications.** Escrow Agent shall not be bound by any modification, cancellation or rescission of this Escrow Agreement unless in writing signed by all parties hereto;
- (e) **Indemnification.** The parties hereto shall reimburse and indemnify Escrow Agent for, and hold it harmless against, any and all loss, liability, cost or expense in connection herewith, including reasonable attorneys' fees and disbursements, incurred without willful misconduct or gross negligence on the part of Escrow Agent arising out of or in connection with its acceptance of, or the performance of its duties and obligations under, this Escrow Agreement, as well as the costs and expenses of defending against any claim or liability arising out of or relating to this Escrow Agreement;

- (f) **Release.** The parties hereto each hereby release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith and without willful misconduct or gross negligence in the performance of its duties hereunder; and
- (g) **Interpleader Action.** In the event Escrow Agent and its legal counsel shall, in good faith, be uncertain as to Escrow Agent's obligations under this Escrow Agreement, and in the event Escrow Agent is unable to obtain the written agreement of the parties hereto resolving such uncertainty, Escrow Agent may bring a declaratory or interpleader action, naming the parties hereto as respondents or defendants in any court of competent jurisdiction in order to resolve such uncertainty.

6. **Binding Effect.** The provisions of this Escrow Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The buyers under the Purchase Agreements are hereby third-party beneficiaries hereunder for the purpose of obtaining the copies of the Amenity Application and corresponding documentation as set forth herein.

7. **Governing Law.** This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising hereunder shall be in Orange County, Florida.

8. **Attorneys' Fees.** In the event of any dispute among any of the parties hereto with regard to this Escrow Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs through all pre-trial, trial, appellate and alternative dispute proceedings.

9. **Counterparts.** This Escrow Agreement may be executed in one or more counterparts, and via electronic mail in a pdf file, each of which shall be deemed to be an original, but all of which shall constitute one and the same Escrow Agreement.

10. **Entire Agreement.** This Escrow Agreement contains the entire contract, understanding and agreement between the parties with respect to the subject matter hereof. No amendment or modification of this Escrow Agreement shall be made or deemed to have been made unless made in writing executed by all parties hereto.

11. **JURY WAIVER. THE PARTIES HERETO WAIVE THE RIGHT TO A JURY IN ANY LITIGATION IN CONNECTION WITH THIS ESCROW AGREEMENT, WHETHER DIRECTLY OR INDIRECTLY.**

[signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

SELLER:

KRPC EAST JOHNSON, LLC, a Florida limited liability company

By:  _____

Print Name: Allen E. Kue

Title: manager

Dated: 10/21/21, 2021

CDD:

CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT

By:  _____

Print Name: McKinnis, Terri L

Title: Vice Chairman

Dated: October 21, 2021

ESCROW AGENT:

SHUFFIELD, LOWMAN & WILSON, P.A.

By:  _____

Print Name: Peter Thorne

Title: Attorney

Dated: October 21, 2021

SECTION VII

Lease No.: 24812

Lessee: Cypress Park Estates Community Development District

LESSEE'S INSTRUCTIONS
Required For Municipal Lease Transactions

In order to complete the lease transaction described above, the Lessee must complete, sign and return each of the documents identified and must attach each of the documents identified as documents to be provided by Lessee. Lessee must INITIAL ANY CHANGE ADDITION OR DELETION in any of the documents.

DOCUMENTS PROVIDED BY LESSOR THAT MUST BE COMPLETED, SIGNED AND RETURNED BY LESSEE:

- ☐ Muni Lease AGREEMENT: Needs to be signed by duly authorized employee of Lessee designated in the Incumbency Certificate. In the following instructions, this form is termed the "Agreement".
- ☐ ACCEPTANCE CERTIFICATE: To be signed by highest ranking official at Equipment location and attested to by the person signing the Agreement for Lessee (TWO SIGNATURES ARE REQUIRED). Date when Equipment is accepted must be inserted by Lessee.
- ☐ INCUMBENCY CERTIFICATE: Certificate identifying the person signing the Agreement for Lessee and verifying that person's authority to be the signer of Agreement and any other documents to be executed in connection therewith (TWO SIGNATURES ARE REQUIRED).
- ☐ DEPARTMENT OF THE TREASURY: IRS Form 8038-GC is required to qualify this Agreement as a tax-exempt transaction. Requires Federal ID (nine-digit number with NO LETTERS). This is not a sales tax exemption number and is only required on transactions involving interest that qualifies as income tax exempt.

DOCUMENTS THAT MUST BE PROVIDED BY LESSEE:

- ☒ PURCHASE ORDER: Issued to Vendor. (Sample Purchase Order enclosed) MUST be written by Lessee, specifying total term of the Agreement (e.g., such as 36 months at \$126.00). (PREVIOUSLY PROVIDED)
- ☒ BID/BID RESPONSE/AWARD(S): Documents upon which this quote and documentation has been generated.
- ☐ INSURANCE CERTIFICATE: As required by the Agreement, please provide a Certificate of Insurance (Acord Form 27 or equivalent), naming Lessor as ADDITIONAL INSURED AND LOSS PAYEE, or letter evidencing self-insurance (if approved by Lessor).
- ☒ FINANCIAL STATEMENTS: As required by the Agreement, please provide: last two (2) years of Balance Sheets and Profit & Loss Statements (PREVIOUSLY PROVIDED)

Upon execution of these documents, please make copies for your records and forward all of the ORIGINAL documents to Government Leasing, LLC at:

Via express courier:

**Government Leasing, LLC
830 Tenderfoot Hill Rd. Ste 301
Colorado Springs, CO 80906**

MUNICIPAL LEASE AND OPTION AGREEMENT

Agreement No. 24812

LESSOR:

Government Leasing, LLC
830 Tenderfoot Hill Rd., Ste 301
Colorado Springs, CO 80906
800-822-8070

VENDOR:

Legacy Construction Services Group, Inc.
8490 Cabin Hill Rd
Fairfield, NJ07004

LESSEE:

Cypress Park Estates Community Development District
219 East Livingston
Orlando, FL 32801
Scott Shapiro, Chairperson of CDD
770-378-9695

NOTE: This is an interest income tax-exempt transaction. No TIN/SSN must be provided because none of the payments are I.R.S reportable (such as Form 1099)
(See Sections 103, 149, and 6041 of the Internal Revenue Code of 1986, as amended, and the Instructions for Forms 1099, 8038-G and 8038-GC.)

EQUIPMENT DESCRIPTION

**Play Equipment – PKP023N-Hoosier Nest, PSW110WS-1 Bay, 1 Cantilever – Frame w/Hangers, 1 Bay Belt Seat Package, 1 Seat Bucket Package.
Custom Multi Sail Shade Design for Pool.**

Equipment is new unless otherwise noted. See Acceptance Certificate for Equipment Location.

Lessor assumes and shall have no responsibility for performance or maintenance of Equipment. Equipment is to be insured by Lessee. **VENDOR IS NOT AN AGENT OF LESSOR** and no representative of Vendor is authorized to waive, supplement or otherwise alter any provision hereof. Maintenance and/or supplies **ARE NOT** included in this Agreement unless specified in the Equipment Description. Lessor or assignee has a security interest in Equipment and must be notified in writing of any removal or trade-in of Equipment before full payment is made to Lessor or assignee.

EQUIPMENT COST – TERM – PAYMENTS

Lease Term:	60 month
Lease Payments:	60 total payments of \$918.00, payable as follows: \$918.00 due 30 days after written acceptance, and monthly thereafter on the same day until expiration of the full Lease Term.
Total Amount Financed:	\$45,100.65 - includes no taxes, any and all additional taxes will be the sole responsibility of Lessee.
PURCHASE OPTION AMOUNT:	\$1.00 after timely making all Lease Payments.
STATE OF LESSEE	Florida

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS BELOW AND ON THE FOLLOWING PAGES, WHICH TERMS ARE MADE A PART HEREOF.

TERMS AND CONDITIONS

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Equipment for the following purposes and upon the following terms and conditions:

ARTICLE I: COVENANTS OF LESSEE.

Section 1.01. Lessee Covenants. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignee(s), as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State named above ("State") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.
- (b) Lessee has been duly authorized to execute, deliver and perform this Agreement in accordance with the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body, or by other appropriate official approval. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. If requested, Lessee shall deliver to Lessor an opinion of Lessee's counsel in form acceptable to Lessor.
- (c) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.
- (d) During the period this Agreement is in force, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue performing its obligations under this Agreement as may be reasonably requested by Lessor. Lessee further agrees to make its best effort to budget for and have appropriated for each budget and/or appropriation cycle, sufficient funds to make the Payments throughout the entire Lease Term. The Equipment described above is not being leased on any type of a trial or rental basis.
- (e) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term plus any Renewal Terms.
- (f) The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become a fixture under applicable law.
- (g) The Equipment described above is NOT BEING LEASED ON ANY TYPE OR FORM OF A TRIAL OR RENTAL BASIS.
- (h) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986 (the "Code"), including without limitation Sections 103 and 1"Total_Number_of_Payments» thereof, and the applicable regulations of the U.S. Treasury Department in order to maintain the exclusion of the interest components of Payments from gross income for the purposes of U.S. federal income taxation.
- (i) Lessee will use the proceeds of this Agreement as soon as practicable, and with all reasonable dispatch, for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the

date of issuance of this Agreement, would have caused any portion of the Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 1"Total_Number_of_Payments" of the Code, as amended, and the applicable regulations of the U.S. Treasury Department.

- (j) Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3) (B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(C)(3) bonds) issued, or to be issued, by Lessee and all subordinate entities thereof during the calendar year of commencement of this Agreement (the "Issuance Year") is not reasonably expected to exceed \$10,000,000.00 Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000.00 of qualified tax-exempt obligations (including this Agreement, but excluding private activity bonds other than qualified 501(c)(3) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations acceptable to Lessor that the designation of this Agreement as a "qualified tax-exempt obligation" will not be adversely affected. [Omit and initial this paragraph if it is not applicable.]
- (k) Lessee represents and warrants that it is a governmental unit, under the laws of the State with general taxing powers, this Agreement is not a private activity bond as defined in Section 141 of the Code, as amended, 95% or more of the net proceeds of this Agreement will be used for local governmental activities of Lessee and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued, or to be issued, by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000.00 Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000.00 of tax-exempt bonds (including this Agreement, but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest on the Agreement from gross income for federal tax purposes will not be adversely affected. [Omit and initial this paragraph if it is not applicable.]

ARTICLE II: DEFINITIONS.

Section 2.01. Defined Terms. The following terms will have the meanings indicated below unless otherwise defined in the Agreement or the context clearly requires otherwise:

- (a) "**Agreement**" means this Municipal Lease and Option Agreement.
- (b) "**Lease Term**" means the Original Term defined in Article III hereof and a sufficient number of automatic renewal Terms as will equal the Lease Term set forth on the face of this Agreement
- (c) "**Lessor**" means (i) the entity designated on the face of this Agreement as Lessor hereunder, (ii) any surviving, resulting or transferee corporation, and (iii) except where the context requires otherwise, any assignee(s) of Lessor.
- (d) "**Buy-out After Payment Amount**" means the amount of the payments for the balance of the entire Lease Term (assuming no early termination) plus the Purchase Option Amount shown above, if any, discounted to the date of payment at the rate equal to the rate paid on United States Treasury obligations have a similar term as of the date of original acceptance of the Equipment by the Lessee, plus payment of any amounts due hereunder but not yet paid, together with interest on such overdue amounts at ten percent (10%) per annum through the date of payment.
- (e) "**Renewal Term(s)**" means the automatic renewal periods of this Agreement, each having duration of one (1) year co-terminus with Lessee's fiscal year except the last of such periods which shall end on the anniversary of the Commencement Date. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Payments shall be as provided in the attached Payment Schedule.
- (f) "**UCC**" means the Uniform Commercial Code as presently adopted in the State of Colorado.
- (g) "**Vendor**" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III: LEASE TERM.

Section 3.01. Lease Term. The Original Term of this Agreement shall commence on the date the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance ("Commencement Date") and shall terminate the last day of Lessee's current fiscal year, provided this Agreement shall automatically renew for successive Renewal Terms for the duration of the Lease Term at the end of the Original Term and any Renewal Term unless the Lessee gives written notice to Lessor not less than thirty (30) days prior to the end of the Original Term or Renewal Term then in effect of Lessee's intention to terminate this Agreement pursuant to Section 5.05. If Lessee fails to accept the Equipment within a reasonable time after its delivery (not to exceed ten (10) days), then at the option of Lessor, the obligations of Lessor to provide the Equipment to Lessee hereunder may be cancelled and in such event Lessee shall assume all of Lessor's obligations under any purchase order or purchase agreement with the Vendor related to the Equipment in lieu of its obligation to make Payments. Further, in such case, Lessee agrees to indemnify and hold Lessor harmless from any claims, including demand for payment of the purchase price of the Equipment.

ARTICLE IV: INSPECTION.

Section 4.01 Inspection. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment and all related records.

ARTICLE V: PAYMENTS.

Section 5.01. Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that for purposes of any applicable Constitutional or statutory limitations the obligation of Lessee to pay Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any such limitations or requirements, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 5.02 Payments. Lessee shall pay Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement without invoice or other written demand. A portion of each Payment is paid as, and represents payment of, interest and principal, respectively. The Payment Schedule sets forth the interest component and principal component of each Payment during the Lease Term.

Section 5.03 Payments to be Unconditional. Subject to Section 5.05, the obligation of Lessee to make payment of all Payments and other payments required under this Agreement shall be absolute and unconditional in all events and are intended by the parties to be "net" of taxes and insurance Lessee shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising between or among Lessee and Lessor, any Vendor or any other person, nor shall Lessee have the right to assert any set-off, reduction or deduction, defense, or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances or any other reason.

Section 5.04 Continuation of Lease Term by Lessee. Lessee intends to renew this Agreement through all of the Renewal Terms and to pay all the Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Payments during the Original Term and each Renewal Term can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which Payments may be made, including making provision for such payments to the extent necessary in each bi-annual, annual, or otherwise periodic budget submitted and adopted in accordance with applicable provisions of state and local law, to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

Section 5.05 Non-appropriation. In the event sufficient funds shall not be appropriated for the payment of the Payments required to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the Original Term or then current Renewal Term, and Lessee shall not be obligated to make Payments provided for in this Agreement beyond the Original Term or the then current Renewal Term. Lessee agrees to deliver proof of non-appropriation including rejection of reviews and appeals and notice to Lessor of such termination at least thirty (30) days prior to the end of the Original Term or the then current Renewal Term. However, failure to deliver such proof of non-appropriation and notice to Lessor shall not extend the term of this Agreement beyond the end of the Original Term or the then current Renewal Term. If this Agreement is terminated under this Section 5.05, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location specified by Lessor that is a reasonable distance from the initial location of the leased Equipment. Lessee shall complete such delivery on or before the last day of the then current Original Term or Renewal Term.

ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST.

Section 6.01 Title to the Equipment. During the term of this Agreement, risk of loss and title to the Equipment and any and all additional, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 12.01 or non-appropriation as set forth in Section 5.05, title to the Equipment shall immediately vest in Lessor, and Lessee will, upon Lessor's request, surrender possession of the Equipment to Lessor. Lessee, irrevocably, hereby designates, makes, constitutes and appoints Lessor, its successors and assigns (and any designee) as Lessee's true and lawful attorney (and agent-in-fact) with power of substitution, at which time of default or non-appropriation or times thereafter as Lessor in its discretion may determine, in Lessee's name, to endorse the name of Lessee upon a Bill of Sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment to vest title in Lessor, its successors or assigns and transfer possession to Lessor.

Section 6.02 Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a first priority purchase money security interest in the Equipment and on all additions, attachments, improvements, accessions and substitutions thereto, all rentals, accounts, chattel paper arising therefrom and on any proceeds (including insurance proceeds) of any of the foregoing. Lessee agrees to execute and authorizes Lessor to execute and file on Lessee's behalf, such additional documents, including a UCC-1 financing statement in the form required for filing, and such other financing statements, certificates of title, affidavits, notices and similar instruments, satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

ARTICLE VII: MAINTENANCE; MODIFICATION; TAXES; AND INSURANCE.

Section 7.01 Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and will from time to time make or cause to be made all necessary and proper repairs, replacements and modifications. Unless otherwise agreed by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor or such other firm as Lessee may choose subject to the express written approval of Lessor, which approval shall not be unreasonably withheld.

Section 7.02 Taxes, Other Governmental Charges and Utility Charges. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purpose of Lessee and, therefore, the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event the ownership, use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes payable by Lessor) Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment. If such tax is imposed directly on Lessor or its assigns, Lessee shall reimburse the person paying such tax on demand. If Lessee causes or allows events to happen that changes the interest income tax-exempt status of this Agreement, as outlined in Sections 103, 149, and 6041 of the Internal Revenue Code of 1986, as amended, or, assuming the Lessee has designated this Agreement as a "qualified tax-exempt obligation", if the Lessee exceeds ten million dollars (\$10,000,000.00) in "qualified tax-exempt obligations", as specified in Section 265 (b) (3) (B) of the Internal Revenue Code of 1986, as amended, during the calendar year of commencement of this Agreement so that Lessee does not qualify as a "qualified small issuer" thereunder it will pay the "taxable interest rate" on this Agreement retroactive to its Commencement Date. The "taxable interest rate" is hereby defined as that rate that results in the same after tax yield to the Lessor or to its Assigns, as the tax-exempt rate on this Agreement or the highest rate permitted by law, whichever is less. In all events, Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment.

Section 7.03 Insurance. At its own expense Lessee shall cause casualty, PUBLIC LIABILITY AND PROPERTY DAMAGE insurance to be carried and maintained, or shall demonstrate to Lessor's satisfaction that adequate self-insurance is provided with respect to the Equipment, in such amounts and with such insurers as Lessor may determine but in no event less than an amount sufficient to protect the full replacement value (new) of the Equipment or the then applicable Buy-Out After Payment Amount, whichever is greater, and to protect Lessor from any liability related to the Equipment in all events. All insurance proceeds from

casualty losses shall be payable as provided in Article VIII hereof. Lessee shall pay all deductibles and shall furnish to Lessor, or to its Assigns, Certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies, which cover not only the Equipment but also other properties. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Equipment by means of an adequate insurance fund. All insurance shall name Lessee and Lessor as insureds and lender loss payees as their respective interests may appear and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Lessor and its assigns in the event of cancellation, change, modification or expiration. All such insurance shall be with insurers and in amounts as otherwise acceptable to Lessor. Lessee shall also notify Lessor of any insurance claims regarding the Equipment.

ARTICLE VIII: DAMAGE; DESTRUCTION AND CONDEMNATION; PROCEEDS.

Section 8.01 Damage, Destruction and Condemnation. Lessee is responsible for the entire risk of loss, theft, destruction, or damage (including any condemnation, seizure or requisition of title, use or governmental taking) to the Equipment from any cause whatsoever, whether insured or not (collectively a "Loss"). No Loss shall relieve Lessee from making any Payment and Lessee shall continue to satisfy all its obligations hereunder. If prior to the termination of the Lease Term and the satisfaction by Lessee's of all Lessee's obligations under this Agreement, the Equipment or any portion thereof is subject to a Loss that results in five hundred dollars (\$500) or more of damage or is subject to any other Loss, Lessee shall immediately, notify Lessor of the circumstances and extent of the Loss and shall pay to Lessor in immediately available funds the Buy-Out After Payment Amount in accordance with Section 8.02 below. Lessor will cause the proceeds of any insurance claim or condemnation award, after deducting all expenses (including attorney's fees) incurred in the collection of such claim or award ("Net Proceeds"), to be applied to such Lessee's obligations pursuant to Section 8.02.

Section 8.02 Application of Net Proceeds. Lessee shall, pay to Lessor on the Payment due date next succeeding the date of such Loss, the amount of the Buy-Out after Payment Amount applicable to such date, plus any other amounts payable by Lessee hereunder, and, upon payment in full of such amounts, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate. Lessee shall retain Net Proceeds in excess of the then applicable Buy-Out after Payment Amount, if any. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to the extent of any deficiency.

ARTICLE IX: DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE.

Section 9.01 Disclaimer of Warranties. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS LEASED "AS IS", "WHERE IS", "AND WITH ALL FAULTS", AND THAT LESSOR MAKES NO AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT WHATSOEVER AND LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT OR THE VENDOR'S AGENT AND NO SUCH PERSON IS LESSOR'S AGENT FOR ANY PURPOSE. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO THE EQUIPMENT, DEFECTS THEREIN OR FAILURES IN THE OPERATION THEREOF OR FOR ANY INDIRECT SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF THE EQUIPMENT OR ANY ITEM THEREOF OR SERVICES PROVIDED FOR IN THIS AGREEMENT, OR ANY SERVICES PROVIDED BY VENDOR. LESSEE HAS MADE THE SELECTION OF EACH ITEM OF EQUIPMENT BASED ON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY LESSOR. Any transfer of the Equipment to the Lessee shall be made disclaiming all express and implied warranties from Lessor and its assigns.

Section 9.02 Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties, representations or covenants of the Equipment, which Lessor may have against the Vendor of the Equipment but any action taken by Lessee by reason of such assignment shall be at Lessee's sole expense and shall be consistent with Lessee's obligations under this Agreement. Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor and/or manufacturer of the Equipment. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability or enforceability of such warranties of the Vendor or manufacturer.

Section 9.03 Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or user manual or in a manner contrary to that contemplated by this Agreement and shall use the Equipment in a business, prudent like manner for its originally intended purpose only. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement. Lessee agrees that no more than 10% of the use of the Equipment in any month will be by persons or entities other than the Lessee or its employees on matters relating to such employment, and no more than 5% of the use of the Equipment in any month will be unrelated to use by or for the Lessee. Lessee further agrees that no management contracts will be entered into with respect to the use of the Equipment unless: (a) at least half of the compensation is on a periodic, fixed fee basis; (b) no compensation is based on a share of net profits; (c) the Lessee is able to terminate the contract without penalties at the end of any three years; and (d) the total term of such contract, including any renewals does not exceed five years. Without the written consent of Lessor, Lessee shall only keep the Equipment at the address shown above.

ARTICLE X: EARLY OPTION TO PURCHASE.

Section 10.01 Early Purchase Option. Provided Lessee is not in default hereunder, Lessee may, upon giving Lessor not less than thirty (30) days prior written notice, elect to purchase all, but not less than all, of the Equipment on any Payment due date for the Buy-Out After Payment Amount. Upon exercise of this early option to purchase, Lessee shall pay these amounts to Lessor or its assigns, on demand. As a condition precedent to exercising this early option to purchase, Lessee shall deliver to Lessor and its assigns a termination of any maintenance funding or disbursing obligations related to this Agreement.

ARTICLE XI: ASSIGNMENT; SUBLEASING; AND ADDITIONAL COVENANTS.

Section 11.01 Assignment by Lessor. This Agreement, and the right to receive the Payments and amounts to be made hereunder but none of Lessor's obligations, may be assigned by Lessor and reassigned in whole or in part to one or more assignees at any time subsequent to the execution of this Agreement, without obtaining the consent of Lessee. Lessor agrees to give notice of assignment, including the name and address of the assignee, and upon receipt of such notice Lessee agrees to make all Payments and other amounts to the assignee designated in the notice of assignment, notwithstanding any claim, defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested and provided by Lessor or its assignee in order to protect their interests in the Equipment and in this Agreement. The Lessee covenants and agrees with the Lessor and each subsequent assignee of Lessor to maintain for the full term of this Agreement a complete and accurate written record of each such assignment and reassignment in form necessary to comply with Section 149(e) of the Internal Revenue Code of 1986, as amended, and the regulations proposed or existing from time to time promulgated hereunder. Anything in the foregoing apparently to the contrary notwithstanding, the Lessor's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement, provided the Lessee receives written notification of the name and address of such collection and paying agent, and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

Section 11.02 No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 11.03 Additional Covenants. To the extent permitted by the laws and Constitution of the State, Lessee shall protect, defend and hold harmless Lessor from and against any and all liability, obligations, losses, claims, suits and damages whatsoever, regardless of cause thereof (except for such liability, obligation, loss, claim or damage directly caused by the gross negligence or willful misconduct of Lessor), and expenses in connection therewith, including, without limitation, reasonable counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES.

Section 12.01 Events of Default Defined. The following shall constitute an "event of default" hereunder:

- A. Failure by Lessee to pay any Payment or other payment required to be paid hereunder at the time specified herein; or
- B. Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed not described in Sections 12.01 A, C, D or E if such failure is not fully remedied within thirty (30) days after Lessor's written notice to Lessee, provided, however, if the failure stated in the notice cannot be corrected within the applicable time period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or
- C. Breach of any material representation or warranty by Lessee under this Agreement, the failure by Lessee to provide insurance as required by this Agreement, the failure of Lessee to observe and perform the conditions specified under Sections 9.03 or 11.02 or the failure to return the Equipment immediately as specified in Section 13.10 and this Agreement; or
- D. Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or
- E. A petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

Section 12.02 Remedies on Default. Upon the occurrence of an event of default, Lessor shall have the right, at its discretion without any further demand or notice, to exercise any one or more of the following remedies:

- A. By written notice to Lessee, Lessor may declare all Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be immediately due, provided that such amounts shall be immediately due and payable upon an event of default specified under section 12.01(D) and (E) above;
- B. With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment in a commercially reasonable manner at public or private sale, in bulk or in parcels, whether the Equipment is present at such sale, with or without repairing the Equipment, and with or without notice except to the extent required by applicable law, and if notice is required by the applicable law such requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the public sale or the time after which any other disposition is to be made with the net proceeds thereof to be applied as provided herein (provided that any action unless otherwise specifically stated in writing with a reference to the UCC by Lessor shall be deemed a cancellation under Article 2A-505);
- C. Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 13.10 hereof;
- D. If Lessee fails to return the Equipment for any reason, the Lessee shall pay to Lessor the Buy-Out after Payment Amount;
- E. Take whatever other action at law or in equity that may appear necessary or desirable to enforce Lessors rights, including without limitation those rights under the UCC; and,
- F. The proceeds of such sale, lease or sublease of the Equipment pursuant to Section 12.02 B shall be applied in the following order: 1) to all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling, leasing or subleasing of the Equipment and all brokerage, auctioneers' and attorneys' fees 2) all obligations of Lessee

payable under this Agreement and 3) the balance to the Lessee unless Lessee shall so waive such payment. If the proceeds of such sale, lease or sublease shall be insufficient to pay all of items 1) and 2) Lessee shall remain liable for any deficiency to the extent permitted by applicable law.

Section 12.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default or the failure at any time to require strict performance by Lessee shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. A waiver on one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Lessor unless it is in writing and signed by Lessor.

ARTICLE XIII: MISCELLANEOUS.

Section 13.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective addresses.

Section 13.02 Binding Effect. Subject to the limitations on assignment, this Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03 Severability; Interest Limitations. In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. Lessee will not be required to pay and Lessor will not be permitted to collect any amount in excess of the maximum amount of interest permitted by law ("Excess Interest"). If any Excess Interest is provided for or determined to have been provided for under this Agreement, then: (A) this subsection shall govern and control; (B) Lessee will not be obligated to pay any Excess Interest; (C) any Excess Interest that Lessor may have received hereunder shall be, at Lessor's option (1) applied as a credit against the outstanding lease payment obligations (not to exceed the maximum amount permitted by law), (2) refunded to Lessee, or (3) any combination of the foregoing; (D) any interest rate(s) provided for herein shall be automatically reduced to the maximum lawful rate allowed under applicable law, and this Agreement shall be deemed to have been, and shall be, reformed and modified to reflect such reduction; and (E) Lessee will not have any action against Lessor for any damages arising out of the payment or collection of any Excess Interest.

Section 13.04 Advances, Late Fees. In the event Lessee fails to pay any amounts due hereunder or to perform any of its obligations under this Agreement, Lessor may at its option pay such amounts or perform such obligation, and Lessee shall reimburse Lessor the amount of such payment or cost of performance upon demand, together with interest at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

Section 13.05 Execution in Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument. The counterpart bearing Lessor's manually applied signature and marked "original" shall constitute the sole "record" constituting "chattel paper" with respect to this Agreement under the UCC.

Section 13.06 Applicable Law, Venue. To the extent allowed by applicable law, this Agreement shall in all respects be governed by and construed in accordance with the laws of the state of Colorado, including all matters of construction, validity and performance. Lessee acknowledges that this Agreement was entered into in El Paso County, CO, and that the parties have agreed that any action or proceeding regarding this Agreement, the Equipment or any cause of action whatsoever arising from or related to this Agreement shall be maintained in the state or federal courts in said state and county and Lessee hereby submits to jurisdiction and venue, waiving any claim of improper jurisdiction or venue or forum non conveniens, agreeing to accept service at Lessee's place of business in any such action. Nothing in this section shall affect the right of any party to serve legal process in any other manner permitted by law or affect the right of any party to bring any action or proceeding in the courts of any other jurisdiction.

Section 13.07 Captions, Rules of Construction. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement. The expression "satisfactory to Lessor", "determined by Lessor" "in Lender's Lessor", "at Lessor's discretion" or similar words which grant Lessor the right to choose between alternatives or to express its opinion, shall mean that the satisfaction, judgment, choices and opinions are to be made in Lessor's sole and absolute discretion; and "material" as used herein shall be construed to mean significant in Lessor's judgment, taking into account all relevant facts and circumstances including the nature and amount of exposure to Lessor.

Section 13.08 Entire Agreement. This Agreement and any supplements, addendum or documents executed in connection herewith constitutes the entire agreement between Lessor and Lessee and may not be amended, altered or modified except by written instrument signed by Lessor and Lessee. The execution of such writing by Lessor's assignee shall be sufficient for such purposes if Lessor has assigned this Agreement. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding on Lessor and will not apply.

Section 13.09 Finance Lease. The parties agree that each of them is intended to have the respective rights, remedies, benefits and obligations of a lessor and lessee, as the case may be, under a "Finance Lease" as that term is defined in Article 2A of the UCC, whether or not it shall be determined that this Agreement actually constitutes a Finance Lease under such definition. Lessee waives any and all rights and remedies Lessee may have under the UCC 2A-508 through 2A-522, including any right to: (a) cancel this Agreement; (b) reject tender of the Equipment; (c) revoke acceptance of the Equipment; (d) recover damages for any breach of warranty; and (e) make deductions or set-offs, for any reason, from amounts due us under this Agreement. If any part of this Agreement is inconsistent with UCC 2A, the terms of this Agreement will govern. Lessor shall have no duty to mitigate any damages unless expressly stated herein.

Section 13.10. Return of Equipment. Unless Lessee purchases the Equipment (in accordance with the terms hereof), upon expiration, cancellation or termination of the Agreement for any reason, at the discretion of Lessor, (i) at Lessee's sole cost and expense, Lessee will immediately return the Equipment to Lessor in accordance with the provisions of this section and in the condition required by this Agreement. If shipped, the Equipment shall be packed in accordance with the Vendor's specifications and returned to Lessor at the location specified by Lessor in the Continental United States reasonably close to where it was originally delivered, in the same condition as when accepted, ordinary wear and tear excepted. Such shipment shall be f.o.b. destination. Lessee shall bear all costs associated with such packaging, shipping and insurance. The risk of loss shall not pass to Lessor until the Equipment has been received by Lessor. In addition to Lessor's other rights and remedies under this Agreement, if the Equipment is not returned in the condition required under this Agreement or if repairs are necessary to place any item of Equipment in the condition required herein, Lessee shall pay to Lessor the costs of such repairs.

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Ladies/Gentlemen:

This confirms and affirms that the Equipment described in this Agreement is essential to the function of the undersigned or to the service we provide to our citizens. Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is: 10 Years

Our source of funds for payments of the rent due under the Agreement for the current fiscal year is: Current/proposed budget.

We expect and anticipate adequate funds to be available for all future Payments due after the current fiscal year for the following reasons: X Included in Budget

Cypress Park Estates Community Development District

Date:

7/12/22

By:

Scott Shapiro, as Chairperson

(Authorized Official)

AGREED AND ACCEPTED:

LESSOR: Government Leasing, LLC

By:

Tom Wittwer, Manager

Date:

LESSEE: Cypress Park Estates Community Development District

Lessee acknowledges reading and receiving a copy of this Agreement. The undersigned affirms that she/he has been duly authorized to execute this Agreement on behalf of the above-named Lessee.

By:

Name:

Title:

Date:

Scott Shapiro

Chairperson

7/12/22

ACCEPTANCE CERTIFICATE

Madam/Sir:

In accordance with the terms of the Muni Lease Agreement No. 24812, ("Agreement") between Government Leasing, LLC ("**Lessor**"), and the undersigned ("**Lessee**"), Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. The Equipment, as such term is defined in the Agreement, is new and has been delivered and installed at the Equipment Location specified in the Agreement and accepted on the date indicated below.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. No Event of Default, as such term is defined in the Agreement, and no event which, with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date set forth below.
4. Lessee represents, covenants and warrants, that if requested by Lessor, Lessee will deliver an Opinion of Counsel, to the effect that: (i) the execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee; and, (ii) the Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.
5. Lessee agrees that it will do, or cause to be done, all things necessary to preserve and keep the Agreement in full force and effect.

LESSEE: Cypress Park Estates Community Development District

EQUIPMENT DESCRIPTION:

Play Equipment – PKP023N-Hoosier Nest, PSW110WS-1 Bay, 1 Cantilever – Frame w/Hangers, 1 Bay Belt Seat Package, 1 Seat Bucket Package. Custom Multi Sail Shade Design for Pool.

Signature: 
(Actual User of Equipment at Equipment location)

Title: District manager, Cypress Park Estates COB

Attested by: 
(Signer of Agreement)

Title: Recording Secretary for District manager

ACTUAL EQUIPMENT ACCEPTANCE DATE: _____

INCUMBENCY CERTIFICATE

Muni Lease AGREEMENT NO. 24812
Cypress Park Estates Community Development District ("LESSEE")
Government Leasing, LLC ("LESSOR")

I, JILL BURNS

Secretary
(Title: Secretary or Clerk)

For CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT

Scott Shapiro
(Signature of Signer of Lease)

Scott Shapiro
(Print Name of Signer of Lease)

Chairperson
(Title of Signer of Lease)

of CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT, has been, is, and, until further notice, continues to be duly authorized to execute any and all documents related to the Municipal Lease and Option Agreement No. 24812, shown is his or her signature.

LESSEE: CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT

Signature: Jill Burns

Printed Name: Jill Burns

Title: Secretary

**Please replace this page with the lessee's
certificate of insurance concerning the
equipment that is the subject of this
transaction.**

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► **Under Internal Revenue Code section 149(e)**
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
► **Go to www.irs.gov/Form8038GC for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT		2 Issuer's employer identification number (EIN) 84-3782493	
3 Number and street (or P.O. box if mail isn't delivered to street address) 219 E. Livingston St.		Room/suite	
4 City, town, or post office, state, and ZIP code Orlando, FL 32801		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Bill Burns 407-841-5524 x115		7 Telephone number of officer or legal representative 407 841 5524 x115	

Part II Description of Obligations		Check one box: <input type="checkbox"/> Single issue <input type="checkbox"/> Consolidated return	
8a Issue price of obligation(s) (see instructions)		8a	
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ►			
9 Amount of the reported obligation(s) on line 8a that is:			
a For leases for vehicles		9a	
b For leases for office equipment		9b	
c For leases for real property		9c	
d For leases for other (see instructions)		9d	
e For bank loans for vehicles		9e	
f For bank loans for office equipment		9f	
g For bank loans for real property		9g	
h For bank loans for other (see instructions)		9h	
i Used to refund prior issue(s)		9i	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)		9j	
k Other		9k	
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input type="checkbox"/>			
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>			
12 Vendor's or bank's name: Government Leasing LLC			
13 Vendor's or bank's employer identification number: 46-2822734			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.			
	Signature of issuer's authorized representative Scott Shapiro		Date 7/12/22	
Paid Preparer Use Only	Print/Type preparer's name		Preparer's signature	
	Firm's name ►		Firm's EIN ►	
	Firm's address ►		Phone no.	
	Check <input type="checkbox"/> if self-employed		PTIN	

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note: The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also, complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment

purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Don't make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also, write the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note: If the issuer authorizes on line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered on lines 3 and 4, and by telephone), by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization shouldn't sign the return. Certain others who prepare the return shouldn't sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., shouldn't sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through www.irs.gov/FormComments. Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send Form 8038-GC to this address. Instead, see *Where To File*, earlier.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form wasn't submitted to the IRS on time. Also, indicate whether the obligation in question is under examination by the IRS. Don't submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services (PDS). You can use certain PDS designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, \$1.49 becomes \$1 and \$2.50 becomes \$3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that isn't a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond isn't tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at www.irs.gov/EIN. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office doesn't deliver

SECTION VIII

**AGREEMENT FOR LANDSCAPE IMPROVEMENT INSTALLATION BETWEEN
CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT AND
STEWART & ASSOCIATES PROPERTY SERVICES, INC.**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of August, 2022, by and between:

CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Haines City, Polk County, Florida, with a mailing address of c/o Governmental Management Services-Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“District”); and

STEWART & ASSOCIATES PROPERTY SERVICES, INC., a Florida corporation, with a mailing address of P.O. Box 116, Lutz, Florida 33548 (“Contractor”).

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide the labor and materials necessary for the installation of landscape improvements within the above reference areas of the District, all as more particularly described in Contractor’s proposal attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, Contractor represents and warrants to the District that it is qualified, capable and willing to provide such services and the District desires to enter into this Agreement with Contractor for the same; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DUTIES. The duties, obligations, and responsibilities of the Contractor are to provide the services, labor, materials and warranties described herein and set forth in the proposal attached hereto and incorporated by reference herein as **Exhibit A** (“Project”). The Services shall include, but are not limited to, the installation of the plant material and irrigation improvements in accordance with the plans more particularly identified as the *Overall Landscape Plan, Landscape Plan, Overall Irrigation Plan and Irrigation Plan* and prepared by

Gadd & Associates (“Plans”) as described herein and set forth in the attached **Exhibit B**. Contractor shall coordinate the Services with other contractors performing work for the District. Contractor shall coordinate with the District’s Designee in the location and installation of all landscape material, irrigation systems, controllers, meters and other appurtenances that may be required for a complete and operational scope of work. Should any questions arise as to the coordination required, the Contractor shall consult with the District’s Designee, as defined below.

- A. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District. Contractor shall report directly to the District Manager or his/her designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.
- B. Should any error or inconsistency appear in the construction specifications, Contractor, before proceeding with the Project, must notify the District for the proper adjustment, and in no case proceed with the Project in uncertainty nor with insufficient drawings.
- C. This Agreement grants to Contractor the right to enter District lands which are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations. Contractor shall use industry best practices and procedures when carrying out the Services, including IFAS recommendations for plant material and placement.
- D. Changes in the Project, labor, or materials for the Project may be accomplished by change order that demonstrates the written agreement of the District and Contractor upon the change in the Project, the amount of adjustment in compensation, and the extent of adjustment to the date of completion. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his/her designee.
- E. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. Additionally, Contractor must clean mud and other debris from the District streets used as access to and from the building site. At completion of the Project, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided in this Agreement, the District may do so and the cost, if any, shall be reimbursed by Contractor.

SECTION 3. COMPENSATION.

- A. As compensation for the completion of the Project, the District agrees to pay Contractor Ninety-Six Thousand Four Hundred Ninety-Five Dollars (\$96,495.00) for Phase 2 (attached hereto) and Two Hundred Ninety-Eight Thousand Thirteen Dollars (\$298,013.00) for Phase 3 (attached hereto) for a total of **Three Hundred Ninety-Four Thousand Five Hundred Eight Dollars (\$394,508.00)** for the Services more specifically set forth in **Exhibit A**. Contractor shall invoice the District monthly for the portions of the Project completed at the time of the invoice, in accordance with the requirements of subsection 3(D). The invoices shall be due and payable consistent with Florida's Prompt Payment Act for construction services.
- B. If the District should desire additional services, Contractor agrees to negotiate in good faith to undertake such additional work or services. However, no additional services shall be provided by Contractor prior to the parties' successful negotiations of the additional terms and compensation. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall be compensated for such agreed upon additional services upon mutual terms agreeable to the parties and agreed to in writing.
- C. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, and each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the services were provided, and the address or bank information to which payment is to be remitted. The invoices shall be due and payable consistent with Florida's Prompt Payment Act for construction services.

SECTION 4. DATE OF COMPLETION. Contractor shall complete the Project within ten (10) months of the issuance of a Notice to Proceed by the District, which Notice to Proceed shall be conditioned on the provision of water services by the District. The completion date may be adjusted to address any delays caused by the District. Contractor and the District recognize that

time is of the essence with this Agreement and that the District will suffer financial loss if the Project is not completed within the times specified herein. Contractor and the District acknowledge and agree that the District may terminate this Agreement for cause if Contractor cannot substantially adhere to the agreed upon timing provided in this Section.

SECTION 5. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for any and all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

SECTION 6. WARRANTY. Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor hereby warrants all installation materials for a period of one (1) calendar year from the date of District's final acceptance of the Project or so long as Contractor is providing direct maintenance services to the District, whichever is longer. Neither final acceptance of the Project, nor final payment, nor any provisions of this Agreement shall relieve Contractor of the responsibility for defective or deficient materials or services. If any of the services provided under this Agreement are found to be defective, deficient or not in accordance with this Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District, and correct and pay for any other damage resulting therefrom to the District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of Contractor shall not call for the use of, nor infringe on any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 7. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation

statutory

General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000/\$2,000,000

Contractor shall provide the District with a certificate naming the District, its officers, and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 8. INDEMNIFICATION.

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under this Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its respective officers, directors, Supervisors, Commissioners, employees, staff, managers, attorneys, engineers, consultants, agents, contractors and subcontractors, of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of the Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) the Contractor's performance of, or failure to perform, Contractor's obligations pursuant to this Agreement or any Services or Contractor's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor in this Agreement or any Services.
- B. To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Agreement enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall not exceed \$1,500,000.00 (or the amount of any applicable insurance coverage, if such amount is greater), the amount of which bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents. In the event that any indemnification, defense or hold harmless provision of this Agreement is determined to be

unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

- C. The Contractor shall ensure that any and all subcontractors include this express paragraph for the benefit of the Indemnitees. Obligations under this section shall include, but are not limited to, the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Consistent with Section 9 provided for herein, Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 10. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within five (5) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 12. NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 13. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain Workers' Compensation insurance on behalf of Contractor.

SECTION 14. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials and/or the compensation to be provided under this Agreement. Except as otherwise provided herein and to the extent that any provisions of **Exhibit A** conflict with provisions of this Agreement, this Agreement shall control.

SECTION 15. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

SECTION 16. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement and be bound by this Agreement.

SECTION 17. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand-delivered, mailed by First Class

Mail, postage prepaid, or sent by overnight delivery service, to the parties, as follows:

A. If to District: Cypress Park Estates
Community Development District
GMS-Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: Jillian Burns, District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to Contractor: Stewart & Associates Property Services, Inc.
Post Office Box 116
Lutz, Florida 33548
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth in this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida

SECTION 20. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.

Contractor acknowledges that the designated public records custodian for the District is **Jillian Burns** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, OR BY EMAIL AT JBURNS@GMSCFL.COM, GOVERNMENTAL MANAGEMENT SERVICES-CENTRAL FLORIDA, LLC, 219 E. LIVINGSTON ST., ORLANDO, FLORIDA 32801.

SECTION 21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 24. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have

drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 25. ASSIGNMENT. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by Contractor without the prior written approval of the District are void.

SECTION 26. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 27. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

SECTION 28. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

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

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

448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

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

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**CYPRESS PARK ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

**STEWART & ASSOCIATES PROPERTY
SERVICES, INC.**

By: _____

By: _____
Its: _____

Exhibit A: *Contractor's Proposal*
Exhibit B: *Plans*

EXHIBIT A
Contractor's Proposal



P.O. Box 116
Lutz, Fl. 33548-0116

Estimate

DATE	ESTIMATE NO.
8/15/2022	1189

NAME / ADDRESS
Cypress Park Estates

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Phase 2			
Live Oak 3" cal.	28	595.00	16,660.00
Crape Myrtle 6ft. Ht Multi	52	150.00	7,800.00
Walters Viburnum 24" ht.	500	12.00	6,000.00
Pine Bark Mulch per cubic yard	55	50.00	2,750.00
Bahia Sod	23,000	0.29	6,670.00
Automatic Irrigation	1	43,500.00	43,500.00
Tract R Park			
Live Oak 3" cal.	2	595.00	1,190.00
Southern Magnolia 3" cal.	3	675.00	2,025.00
Bahia Sod	10,000	0.29	2,900.00
Electric Service & Lighting	1	7,000.00	7,000.00
Notes: 1. Irrigation and sod are included in Tract R Park			
TOTAL			\$96,495.00



P.O. Box 116
Lutz, Fl. 33548-0116

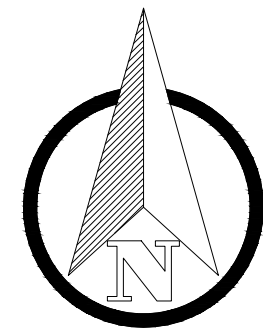
Estimate

DATE	ESTIMATE NO.
8/12/2022	1190

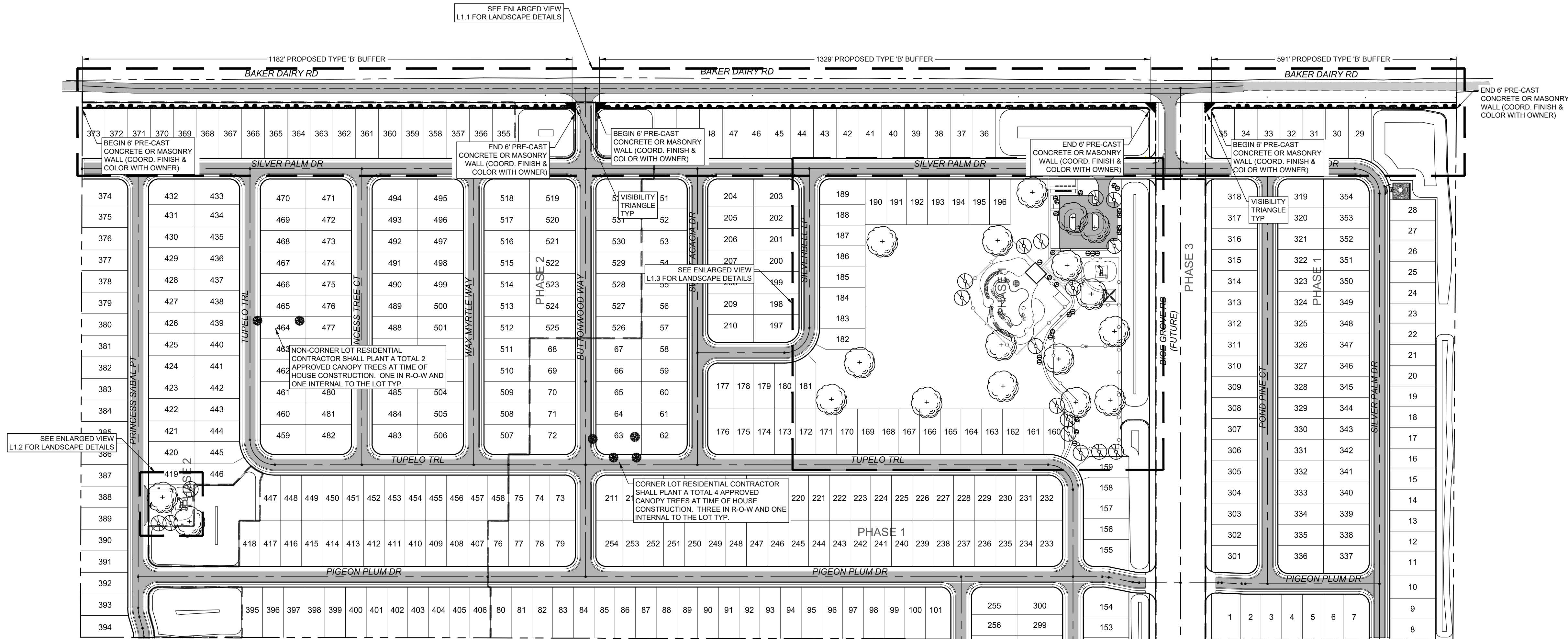
NAME / ADDRESS
Cypress Park Estates

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Phase 3			
Live Oak 3" cal.	116	595.00	69,020.00
Crape Myrtle 6ft. Ht Multi	230	150.00	34,500.00
Walters Viburnum 24" Ht	2,004	12.00	24,048.00
Pine Bark Mulch per cubic yard	200	50.00	10,000.00
Bahia Sod	87,000	0.29	25,230.00
Automatic Irrigation	1	116,000.00	116,000.00
Tract BB Park			
Live Oak 3" cal.	2	595.00	1,190.00
Southern Magnolia 3" cal.	3	675.00	2,025.00
Bahia Sod	50,000	0.29	14,500.00
Lighting for east side of Johnson Entry	1	1,500.00	1,500.00
Notes: 1. Sod and Irrigation are included in both parks 2. This contractor will provide irrigation sleeving plan for Bice Grove Road for the purpose of using existing reclaimed connections			
		TOTAL	\$298,013.00

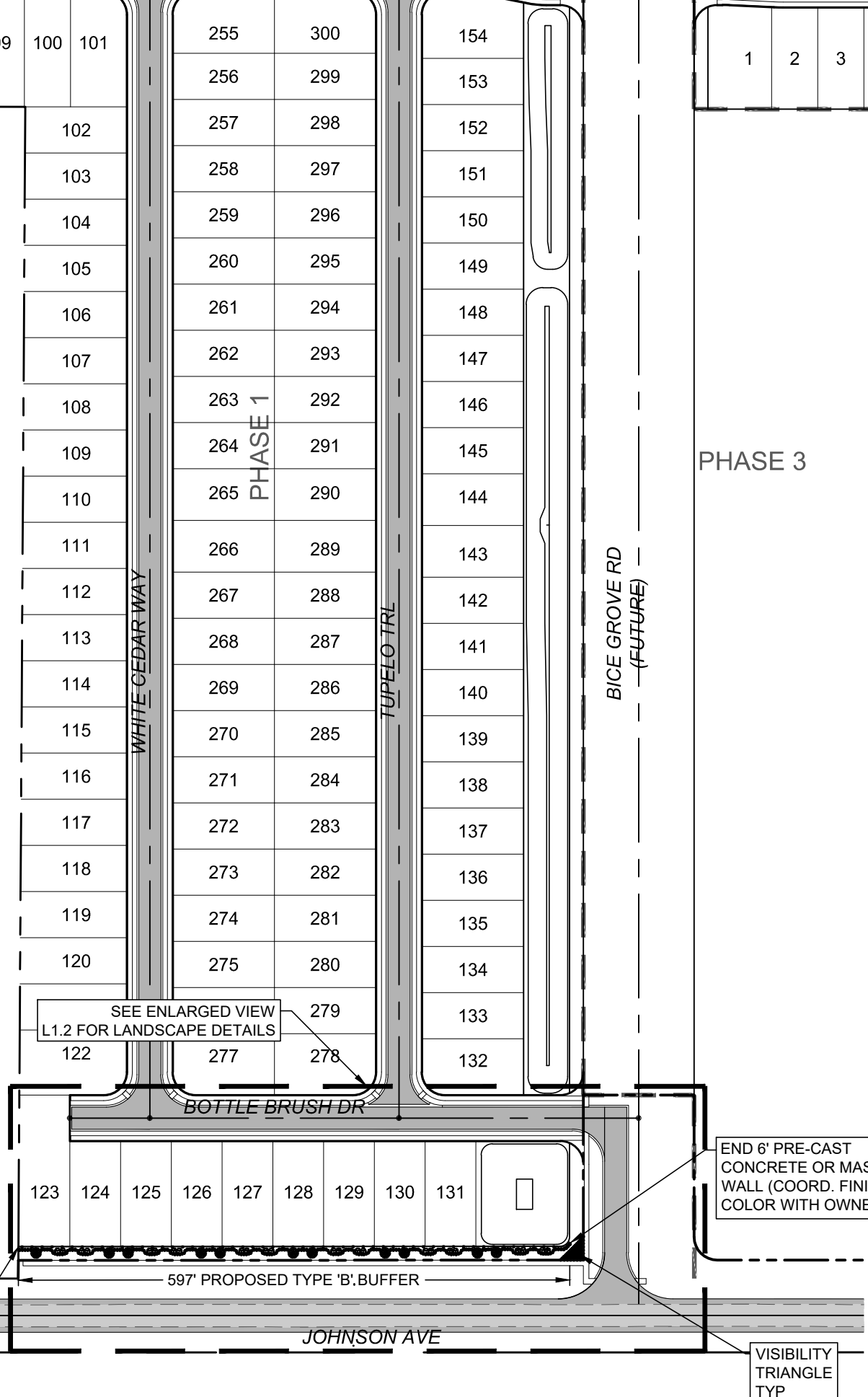
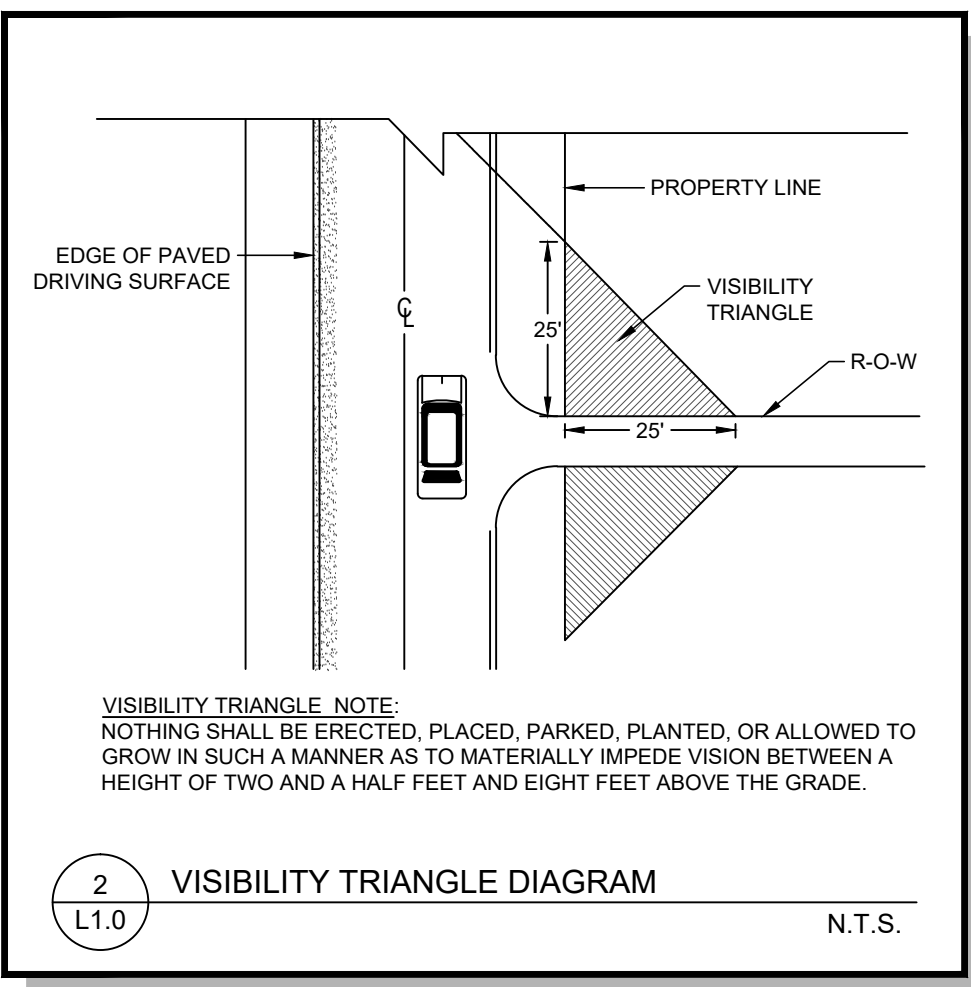
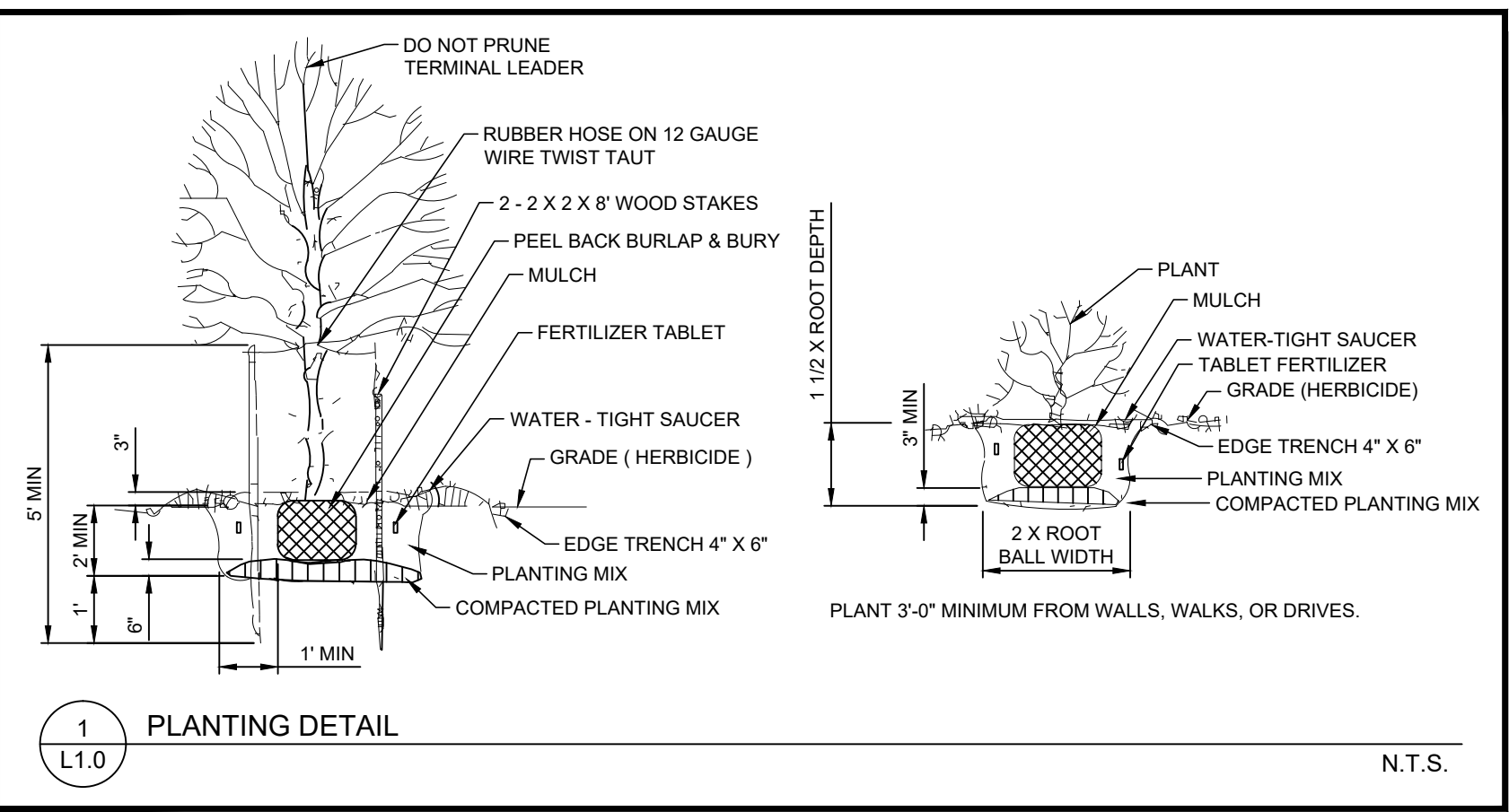
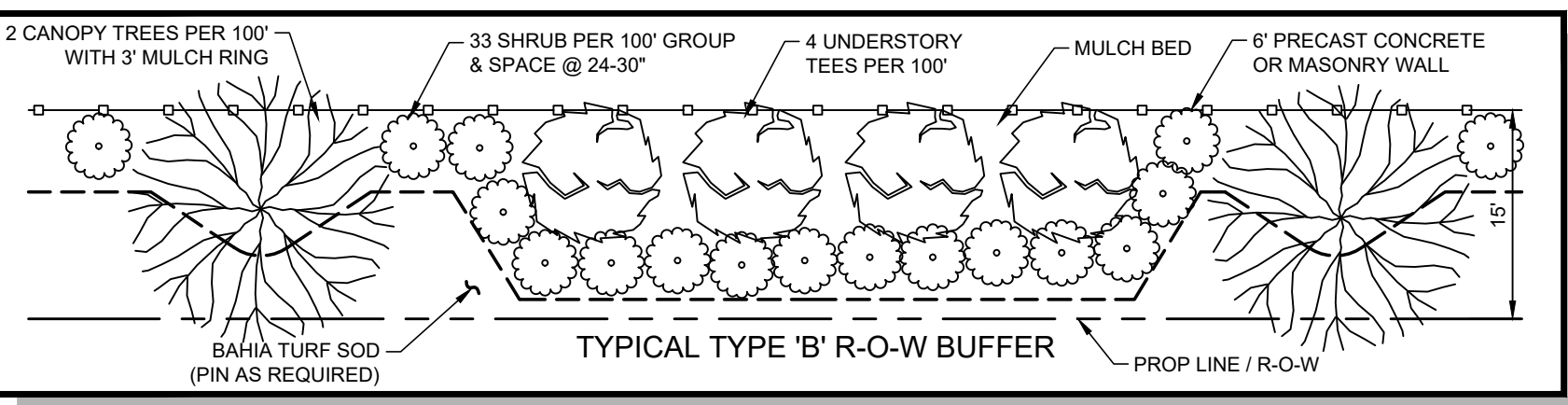
EXHIBIT B
Plans



0
SCALE: 1"= 150'



- LANDSCAPING NOTES:**
- (A) ALL PLANT MATERIAL TO BE FLORIDA NO. 1 QUALITY.
(B) A MINIMUM OF 3" OF ORGANIC MULCH IN ALL PLANT BEDS.
(C) 100% IRRIGATION COVERAGE REQUIRED WHERE DEPICTED ON THE PLAN.
(D) STAKING REQUIRED FOR ALL TREES.
(E) A 3' RING OF MULCH TO BE MAINTAINED AROUND ALL TREES NOT INCORPORATED IN PLANT BEDS.
(F) UNOBSTRUCTED VISIBILITY REQUIRED WITHIN SITE VISIBILITY TRIANGLE.
(G) ALL PLANT BEDS TO BE FREE OF LIME ROCK, CONSTRUCTION DEBRIS, AND ANY IMPERVIOUS MATERIAL. EXCAVATION AND BACKFILLING MAY BE REQUIRED.
(H) THE OWNER/ DEVELOPER IS RESPONSIBLE FOR THE ESTABLISHMENT AND MAINTENANCE OF ALL PLANT MATERIAL. LANDSCAPED AREAS MUST BE MAINTAINED TO PRESENT A HEALTHY, NEAT AND ORDERLY APPEARANCE AT ALL TIMES AND SHALL BE KEPT FREE OF TRASH AND DEBRIS.
(I) AN 8' MIN. SEPARATION IS REQUIRED BETWEEN LARGE TREES AND UNDERGROUND WATER AND SEWER LINES AND A 5' MIN SEPARATION IS REQUIRED BETWEEN SMALL/MEDIUM TREES AND UNDERGROUND WATER AND SEWER LINES.
- SOD:**
ALL EARTHEN AREAS WITHIN LANDSCAPE BUFFERS (NOT WITHIN MULCHED BEDS), COMMON AREAS, RIGHT OF WAYS (NOT ADJACENT TO THE FRONT OR SIDE OF A RESIDENTIAL LOT), AND STORMWATER TRACTS (NOT INCLUDING POND BOTTOM) SHALL BE SODED WITH BAHIA SOD. SOD SHALL BE PLACED 2 FEET TOWARDS THE RESIDENTIAL LOT ADJACENT TO CURB AND WITHIN ANY PROPOSED SWALES. ALL SOD SHALL BE PLACED IN A SOUND MANNER, WITHOUT GAPS OR OVERLAP. ROLLED, AND FERTILIZED. DEAD OR UNSIGHTLY AREAS WILL BE REPLACED BY CONTRACTOR AT THEIR EXPENSE.
- SEEDING:**
ALL PROPOSED RESIDENTIAL LOTS TO BE SEEDDED WITH BAHIA GRASS BLENDED AS NECESSARY WITH SEASONAL GRASS (AS REQUIRED). CONTRACTOR SHALL MAKE RE-APPLICATIONS AS NECESSARY UNTIL GRASS IS ESTABLISHED.
- MULCH:**
ALL LANDSCAPE BEDS SHALL BE COVERED WITH A MINIMUM OF 3" OF ORGANIC MULCH (TYPE 'B' SHREDED). CONTRACTOR TO INSTALL A PRE-EMERGENT CHEMICAL OR WEED BARRIER CLOTH WITHIN LANDSCAPE BEDS.
- POND:**
POND BERMS TO BE SODED UP TO, BUT NOT INCLUDING POND BOTTOM, WITH NON-MUCK GROWN BAHIA SOD. SOD ON BERMS TO BE STAKED OR PINNED AS NECESSARY TO PREVENT WASHOUT. SEED POND BOTTOM WITH BAHIA SEED UNTIL ESTABLISHED (NO SOD ON POND BOTTOM).
- LANDSCAPING WITHIN COMMON AREAS:**
ALL LANDSCAPING, CARE, MAINTENANCE, AND REPLACEMENT WITHIN ALL THE COMMON AREAS AND STORMWATER TRACTS, ALL STREET TREES, AND LANDSCAPE BUFFERS WILL BE THE RESPONSIBILITY OF THE COMMUNITY DEVELOPMENT DISTRICT.
- PRE-CAST CONCRETE OR MASONRY WALL:**
CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING DRAWINGS AND APPLY FOR A SEPARATE BUILDING PERMIT PRIOR TO WALL CONSTRUCTION.



PROPOSED VEGETATION (BAKER DAIRY ROAD R-O-W BUFFER)				
LEGEND	SCIENTIFIC NAME	COMMON NAME	MIN. SPECIFICATIONS	TO BE INSTALLED
	QUERCUS PHELLOS 'QPSTA' HIGHTOWER	OAK HIGHTOWER WILLOW	MIN 8' TALL, MIN. 3" CALIPER	62
	USE VARIETY OF LAGERSTROEMIA INDICA & LIGUSTRUM JAPONICUM	CREPE MYRTLE & WAX-LEAF PRIVET TREE	MIN 6' TALL, MIN. 2" CALIPER	120
	VIBURNUM OBOVATUM, RAPHIOLEPIS INDICA,	WALTER'S VIBURNUM AND/OR INDIAN HAWTHORN,	MIN. 24" TALL, 3 GALLON 30-36" O.C.	1,022
GRASS	PASPALUM NOTATUM	BAHIA GRASS	SOD (ROLLED)	NON MULCHED AREAS
PROPOSED VEGETATION (JOHNSON AVE. R-O-W BUFFER)				
LEGEND	SCIENTIFIC NAME	COMMON NAME	MIN. SPECIFICATIONS	TO BE INSTALLED
	QUERCUS PHELLOS 'QPSTA' HIGHTOWER	OAK HIGHTOWER WILLOW	MIN 8' TALL, MIN. 3" CALIPER	11
	USE VARIETY OF LAGERSTROEMIA INDICA & LIGUSTRUM JAPONICUM	CREPE MYRTLE & WAX-LEAF PRIVET TREE	MIN 6' TALL, MIN. 2" CALIPER	24
	VIBURNUM OBOVATUM, RAPHIOLEPIS INDICA,	WALTER'S VIBURNUM AND/OR INDIAN HAWTHORN,	MIN. 24" TALL, 3 GALLON 30-36" O.C.	202
GRASS	PASPALUM NOTATUM	BAHIA GRASS	SOD (ROLLED)	NON MULCHED AREAS
*SUBSTITUTIONS & VARIATIONS MAY BE MADE BY LANDSCAPER IF TYPE MEETS REQUIREMENTS OF HAINES CITY / UTILITY COMPANY AND PRE-APPROVED BY DEVELOPER. THIS TABLE LISTS THE MINIMUM AMOUNT OF VEGETATION TO BE INSTALLED.				

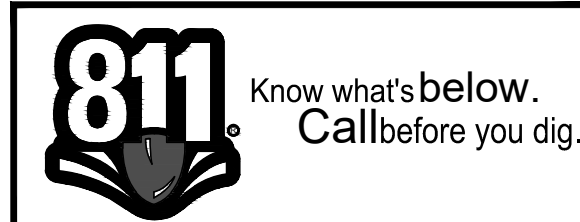
REVISIONS	
CITY/COUNTY/SUBMITTER	CITY COMMENTS
04.16.2020	06.03.2020
DRAWN: RLS/RG	DESIGNED: RLS
CHECKED: RG	

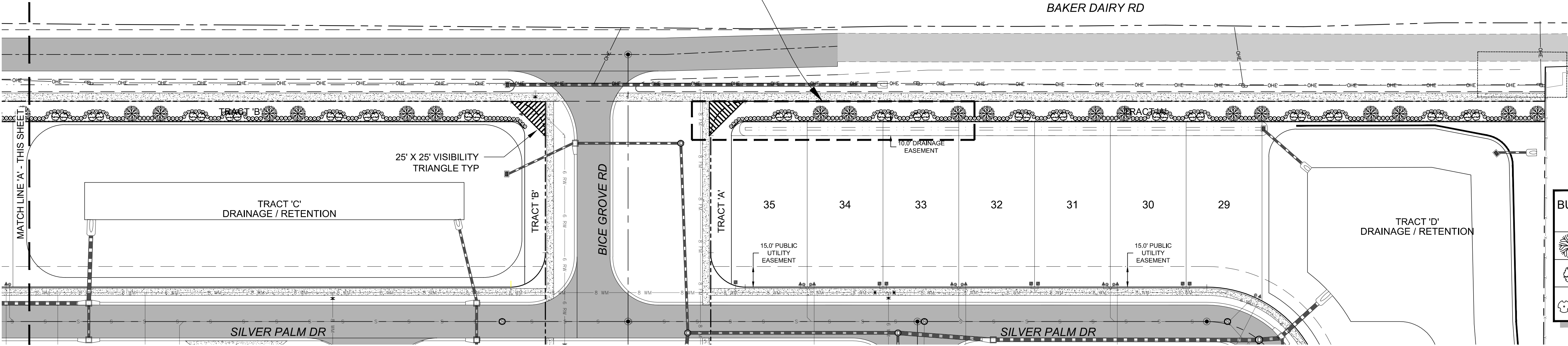
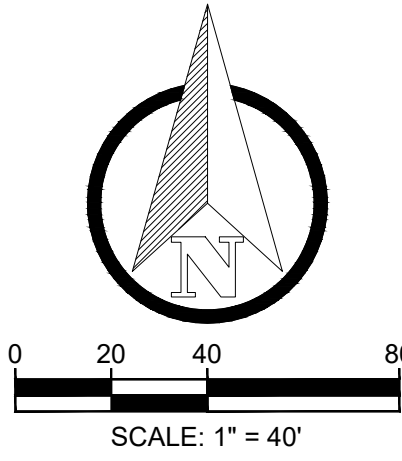
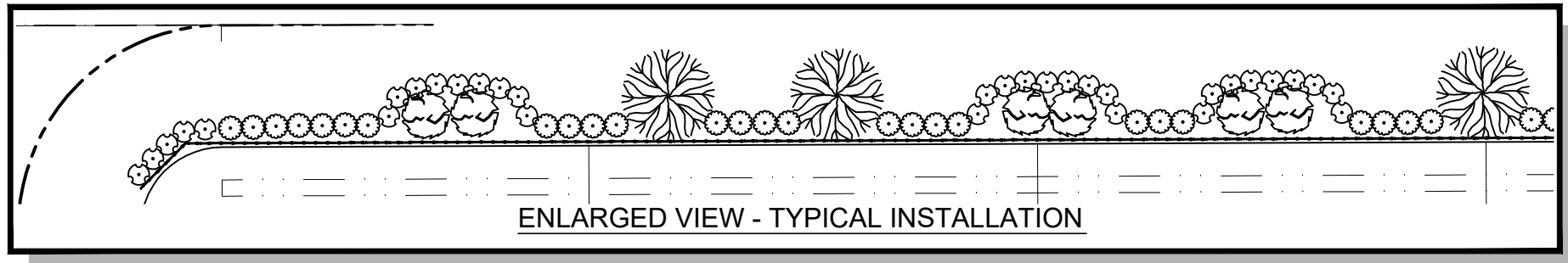
GADD & ASSOCIATES
CIVIL ENGINEERING & CONSULTING
1925 US HWY 98 S., SUITE 201
LAKELAND, FL 33807
PHONE: (888) 440-9979
Cell: (813) 440-9979
Fax: (813) 440-9979
www.GaddCivil.com

CYPRESS PARK ESTATES
PHASES 1 & 2
CITY OF HAINES CITY
POLK COUNTY, FLORIDA
OVERALL LANDSCAPE PLAN

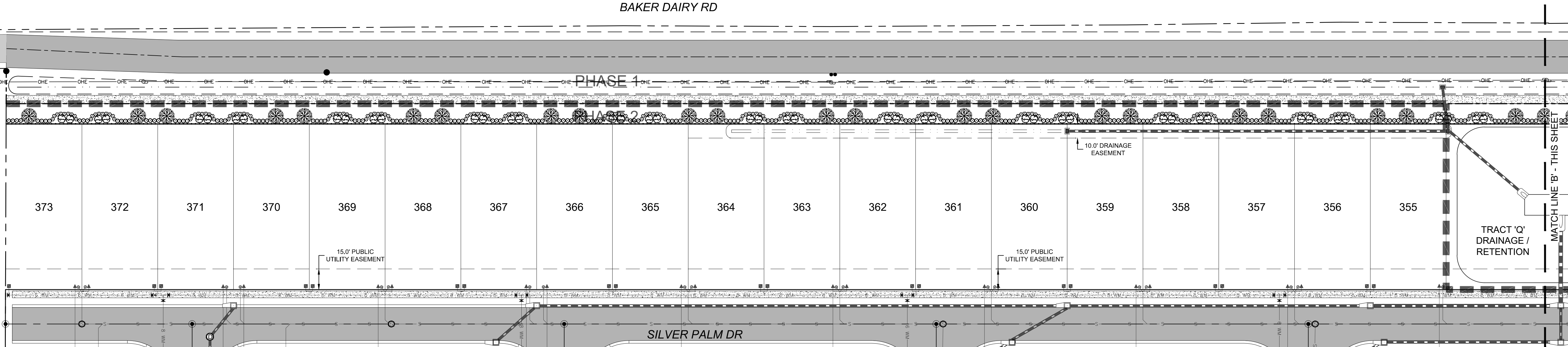
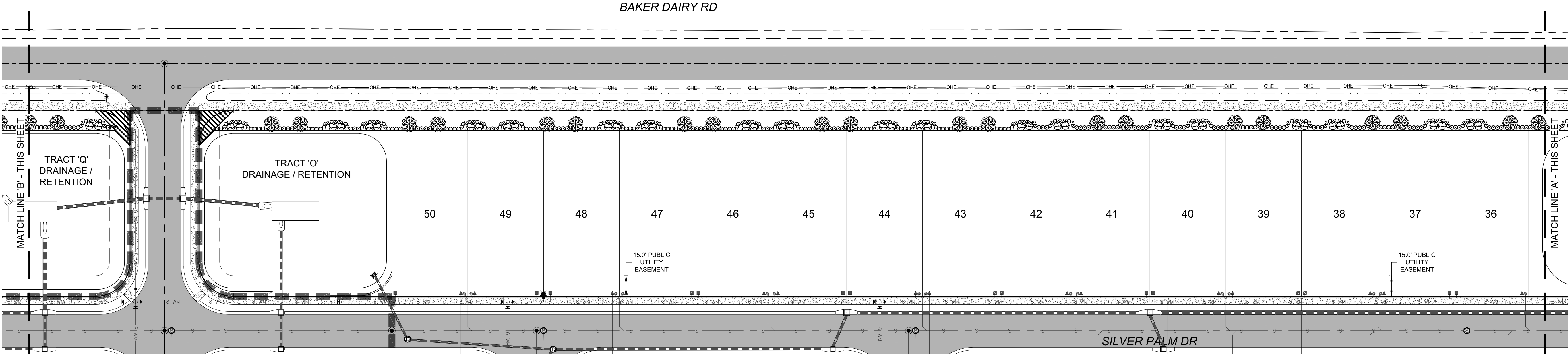
ISSUED FOR	
PERMIT (WMD)	02.14.2020
PERMIT (COUNTY)	02.14.2020
PERMIT (CITY)	02.14.2020
BID	05.06.2020
PERMIT (PCDD)	06.24.2020
PERMIT (FDEP)	06.24.2020
CONSTRUCTION	08.11.2020

This item has been digitally signed and sealed by Rodney A. Gadd, P.E. on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and signature must be verified on any electronic copies.





BUFFER VEGETATION LEGEND	
	OAK HIGHTOWER WILLOW
	CREPE MYRTLE WAX LEAF PRIVET TREE
	WALTER'S VIBURNUM AND/OR INDIAN HAWTHORN






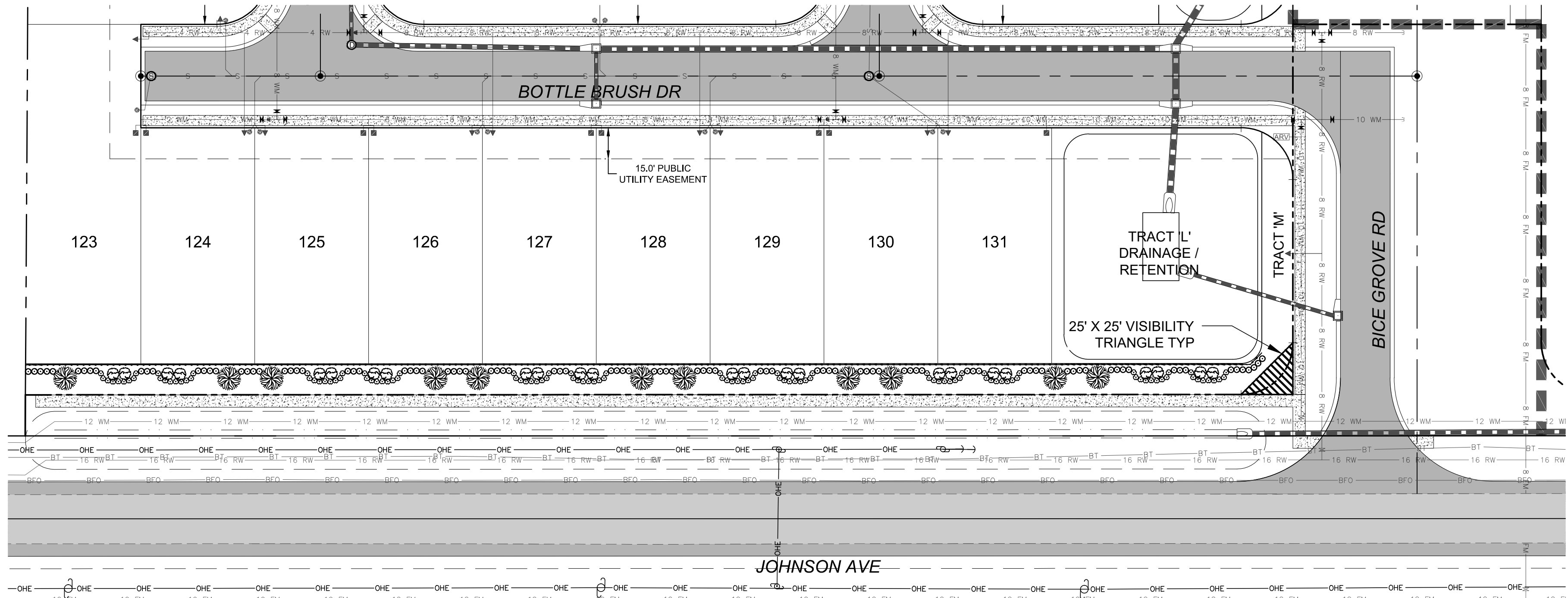
REVISIONS	
CITY/COUNTY/SWFWMD	
CITY COMMENTS	
CHECKED:	RG
DESIGNED:	RLS
DRAWN:	RLS/RG


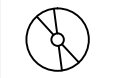
GADD & ASSOCIATES
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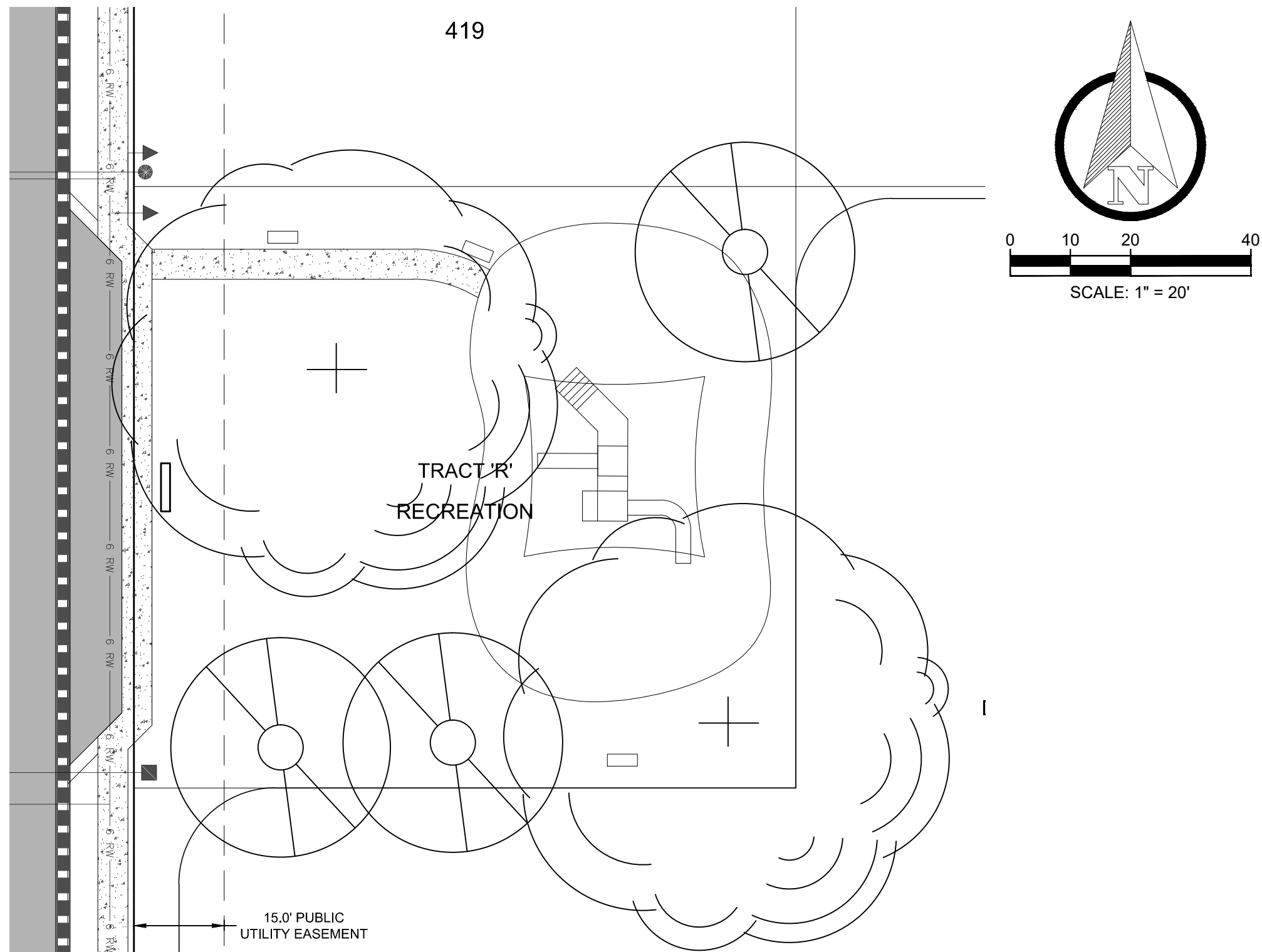
CYPRESS PARK ESTATES
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CITY OF HAINES CITY
POLK COUNTY, FLORIDA
LANDSCAPE PLAN

ISSUED FOR	
PERMIT(WMD)	02.14.2020
PERMIT(COUNTY)	02.14.2020
PERMIT(CITY)	02.14.2020
BID	05.06.2020
PERMIT(PCHD)	06.24.2020
PERMIT(FDEP)	06.24.2020
CONSTRUCTION	08.11.2020
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RODNEY A. GADD, P.E. FLA. P.E. No. 70875	
DATE	
L1.1	
PROJECT # 1164.01	

BUFFER VEGETATION LEGEND	
	OAK HIGHTOWER WILLOW
	CREPE MYRTLE & WAX-LEAF PRIVET TREE
	WALTER'S VIBURNUM AND/OR INDIAN HAWTHORN



PROPOSED VEGETATION (TRACT R)				
LEGEND	SCIENTIFIC NAME	COMMON NAME	MIN. SPECIFICATIONS	TO BE INSTALLED
	QUERCUS VIRGINIANA	LIVE OAK	MIN 8' TALL, MIN. 3" CALIPER	2
	MAGNOLIA GRANDIFLORA 'BRACKENS BROWN BEAUTY'	BRACKENS BROWN MAGNOLIA	MIN 8' TALL, MIN. 3" CALIPER	3
GRASS	PASPALUM NOTATUM	BAHIA GRASS	SOD (ROLLED)	NON MULCHED AREAS




REVISIONS

CITY/COUNTY/STATE/MD
06.16.2020
CITY COMMENTS
06.03.2020

DRAWN: RLS/RG
DESIGNED: RLS
CHECKED: RG

GADD & ASSOCIATES
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LAKELAND, FL 33807
PHONE: (888) 440-9979
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www.GaddCivil.com



CYPRESS PARK ESTATES
PHASES 1 & 2
CITY OF HAINES CITY
POLK COUNTY, FLORIDA
LANDSCAPE PLAN

ISSUED FOR
PERMIT(WMD) 02.14.2020
PERMIT(COUNTY) 02.14.2020
PERMIT(CITY) 02.14.2020
BID 05.06.2020
PERMIT(PCDD) 06.24.2020
PERMIT(FDEP) 06.24.2020
CONSTRUCTION 08.11.2020

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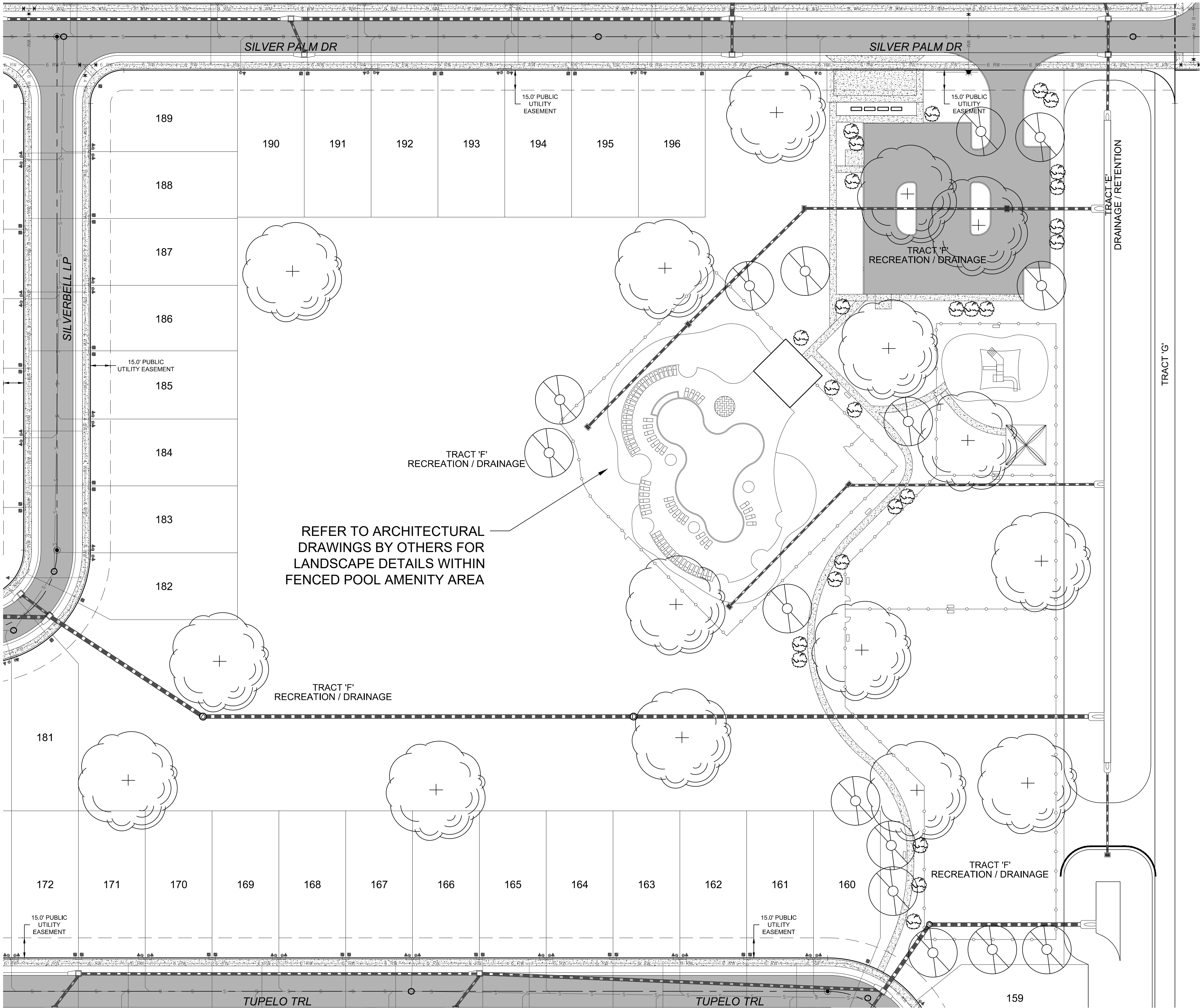
RODNEY A. GADD, P.E.
FLA. P.E. No. 70875

DATE

L1.2

PROJECT # 1164.01

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PROPOSED VEGETATION (TRACT F)				
LEGEND	SCIENTIFIC NAME	COMMON NAME	MIN. SPECIFICATIONS	TO BE INSTALLED
	QUERCUS VIRGINIANA	LIVE OAK	MIN 8' TALL, MIN. 3" CALIPER	16
	USE VARIETY OF LAGERSTROEMIA INDICA & LIGUSTRUM JAPONICUM	CREPE MYRTLE & WAX LEAF PRIVET TREE	MIN 6' TALL, MIN. 2" CALIPER	26
	MAGNOLIA GRANDIFLORA 'BRACKENS BROWN BEAUTY'	BRACKENS BROWN MAGNOLIA	MIN 8' TALL, MIN. 3" CALIPER	15
GRASS	PASPALUM NOTATUM	BAHIA GRASS	SOD (ROLLED)	NON MULCHED AREAS
*SUBSTITUTIONS & VARIATIONS MAY BE MADE BY LANDSCAPER IF TYPE MEETS REQUIREMENTS OF HAINES CITY / UTILITY COMPANY AND PRE-APPROVED BY DEVELOPER. THIS TABLE LISTS THE MINIMUM AMOUNT OF VEGETATION TO BE INSTALLED.				

REVISIONS

CITY/COUNTY/SWFWD
04.16.2020

CITY COMMENTS
06.03.2020

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CYPRESS PARK ESTATES
PHASES 1 & 2

CITY OF HAINES CITY
POLK COUNTY, FLORIDA

LANDSCAPE PLAN

AUTHORIZED FOR CONSTRUCTION

ISSUED FOR

PERMIT(WMD) 02.14.2020

PERMIT(COUNTY) 02.14.2020

PERMIT(CITY) 02.14.2020

BID 05.06.2020

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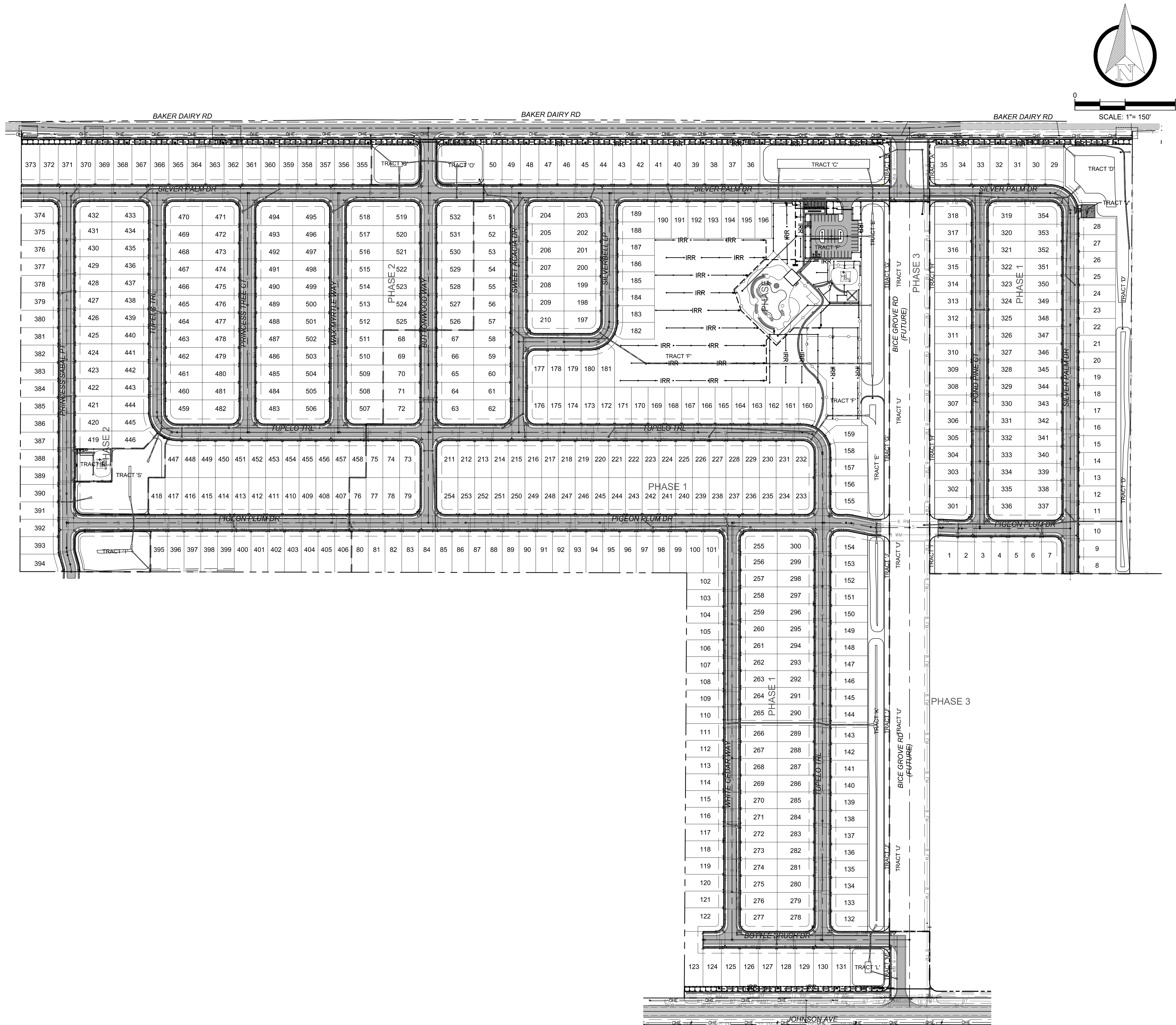
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L1.3

PROJECT # 1164.01



IRRIGATION LEGEND

SYMBOL DESCRIPTION

- REMOTE CONTROL VALVE W/ FILTER AND PRESSURE REGULATOR
- OUTDOOR IRRIGATION CONTROLLER W/ RAIN SENSOR CONTROLS
- RAIN SENSOR
- BACKFLOW PREVENTER*
- IRRIGATION METER*
- PROPOSED SPRAY HEAD/ROTARY SPRINKLER LOCATION. CONTRACTOR TO ADJUST AS NECESSARY TO PROVIDE MOST EFFICIENT 100% COVERAGE
- SCHEMATIC LOCATION OF MAINLINE - SCH40 PVC UNLESS OTHERWISE REQUIRED BY LOCAL CODE
- LATERAL LINE - PVC CLASS 160 (UNLESS OTHERWISE REQUIRED BY LOCAL CODE) (3/4" MIN)

*NOTE, IRRIGATION CONTRACTOR TO DETERMINE FINAL SIZE OF IRRIGATION METER, BACKFLOW PREVENTER, MAINLINE, AND LATERAL LINE BASED ON AVAILABLE FLOW, PRESSURE, & LOCAL CODES. ZONES AND SPRINKLER HEADS MAY BE MODIFIED TO MINIMIZE COST, VALVES, & ZONES.

IRRIGATION NOTES:

- IRRIGATION CONTRACTOR SHALL EXERCISE CARE SO AS NOT TO DAMAGE EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE.
- ALL MAINLINE PIPING SHALL BE BURIED 18" MINIMUM. LATERAL PIPING SHALL BE BURIED 12" MINIMUM.
- IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ELECTRICAL CONNECTIONS INCLUDING COORDINATING ELECTRICAL METER AND CONNECTION.
- ALL PIPING SHALL BE FLUSHED OF DEBRIS, DIRT, OR CHIPS PRIOR TO CONNECTION TO A COMPONENT THAT CAN BE CLOGGED.
- ALL 12 VOLT WIRES FROM THE IRRIGATION CONTROLLER TO THE REMOTE CONTROL VALVES SHALL BE AWG 14 MIN. TYPE UF DIRECT BURIAL, SINGLE STRAND WIRE. WIRES ARE TO BE BUNDLED TOGETHER THEN TIED TO THE BOTTOM OF THE MAIN LINE PIPE WITH TIES AT 10' INTERVALS. WIRE BURIED IN TRENCHES NOT CONNECTED TO THE MAIN LINES SHALL BE PLACED WITHIN A 1/2" PIPE BURIED 16" MINIMUM.
- WHEN TRENCHING AROUND EXISTING LANDSCAPE, CARE SHOULD BE TAKEN TO AVOID DAMAGE TO THE EXISTING TREES AND SHRUBS.
- ALL POP-UP SPRAYERS AND ROTORS SHALL BE INSTALLED USING USING AN 18" FLEX PIPE CONNECTION.
- NO IRRIGATION COMPONENT SHALL BE PLACED CLOSE ENOUGH OR SHALL ENOUGH TO A PAVED SURFACE OR LANDSCAPE BED TO PREVENT MECHANICAL EDGING OF THE TURF.
- ALL NOZZLES SHALL BE ADJUSTED TO REDUCE WATER WASTE ON HARD SURFACES, FENCES, WALLS, AND STRUCTURES.
- THIS IRRIGATION PLAN IS INTENDED TO BE A GUIDE FOR THE CONTRACTOR WITH RESPECT TO AREAS TO RECEIVE IRRIGATION. THE CONTRACTOR SHALL PREPARE A DETAILED PLAN FOR ALL AREAS PROPOSED FOR IRRIGATION. ANY PERMITTING REQUIRED BY MUNICIPAL AGENCIES FOR IRRIGATION CONSTRUCTION IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR IS HEREBY ENCOURAGED TO INCLUDE LOW WATER USE FEATURES SUCH AS BUBBLERS AND DRIP IRRIGATION WHERE APPROPRIATE.
- CONTRACTOR SHALL PROVIDE ALL WORK AND EQUIPMENT NECESSARY TO MOUNT IRRIGATION METER, CONTROLLER, RAIN SENSOR, ELECTRICAL SUPPLY, ETC. IN A SECURE LOCATION, OUT OF THE VIEW OF PUBLIC. AS COORDINATED WITH OWNER. MANUALS TO ALL CONTROLS AND RELEVANT FEATURES SHALL BE PROVIDED TO OWNER UPON COMPLETION OF PROJECT.
- ALL PVC PIPING FOR MAINLINE, SLEEVES, AND RISERS SHALL BE SCH40. ALL OTHER PIPING TO BE CLASS 160 OR 200.
- ALL POP-UP ROTORS AND SPRAYS SHALL BE INSTALLED USING 18" FLEX PIPE CONNECTIONS.
- THROTTLE VALVES ON SPRAY ZONES TO BE INSTALLED AS REQUIRED TO PREVENT FOGGING.
- ALL VALVES AND GATE VALVES SHALL BE INSTALLED IN VALVE BOXES, FLUSH WITH FINISHED GRADE. VALVE BOXES SHALL BE SET IN A MINIMUM 3" PP GRAVEL.
- ANY IRRIGATION FEATURES DEPICTED OUTSIDE THE PROPERTY IS SHOWN FOR CLARITY ONLY. ALL COMPONENTS SHALL BE CONSTRUCTED WITHIN PROPERTY.
- IRRIGATION CONTRACTOR SHALL PREPARE AN AS-BUILT DRAWING ON REPRODUCIBLE PAPER SHOWING ALL INSTALLATION OF IRRIGATION SYSTEM. THE AS-BUILT SHALL LOCATE MAINLINE PIPING, CONTROL WIRES, AND VALVES BY SHOWING EXACT MEASUREMENTS FROM HARD SURFACES.
- IRRIGATION CONTROLLER AND RAIN SENSOR IS TO BE ADEQUATELY MOUNTED IN A DISCRETE LOCATION TO ALLOW FOR EASY ACCESS.

IRRIGATION SLEEVE NOTE:

CONTRACTOR SHALL COORDINATE WITH DEVELOPER FOR INSTALLATION OF THE IRRIGATION SLEEVES CROSSING THE PROPOSED ROADWAYS PRIOR TO ROAD BASE INSTALLATION.

REVISIONS

CITY/COUNTY/SUBMIT	CITY COMMENTS
06.16.2020	06.03.2020
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PHASES 1 & 2**
CITY OF HAINES CITY
POLK COUNTY, FLORIDA
OVERALL IRRIGATION PLAN

AUTHORIZED FOR CONSTRUCTION	
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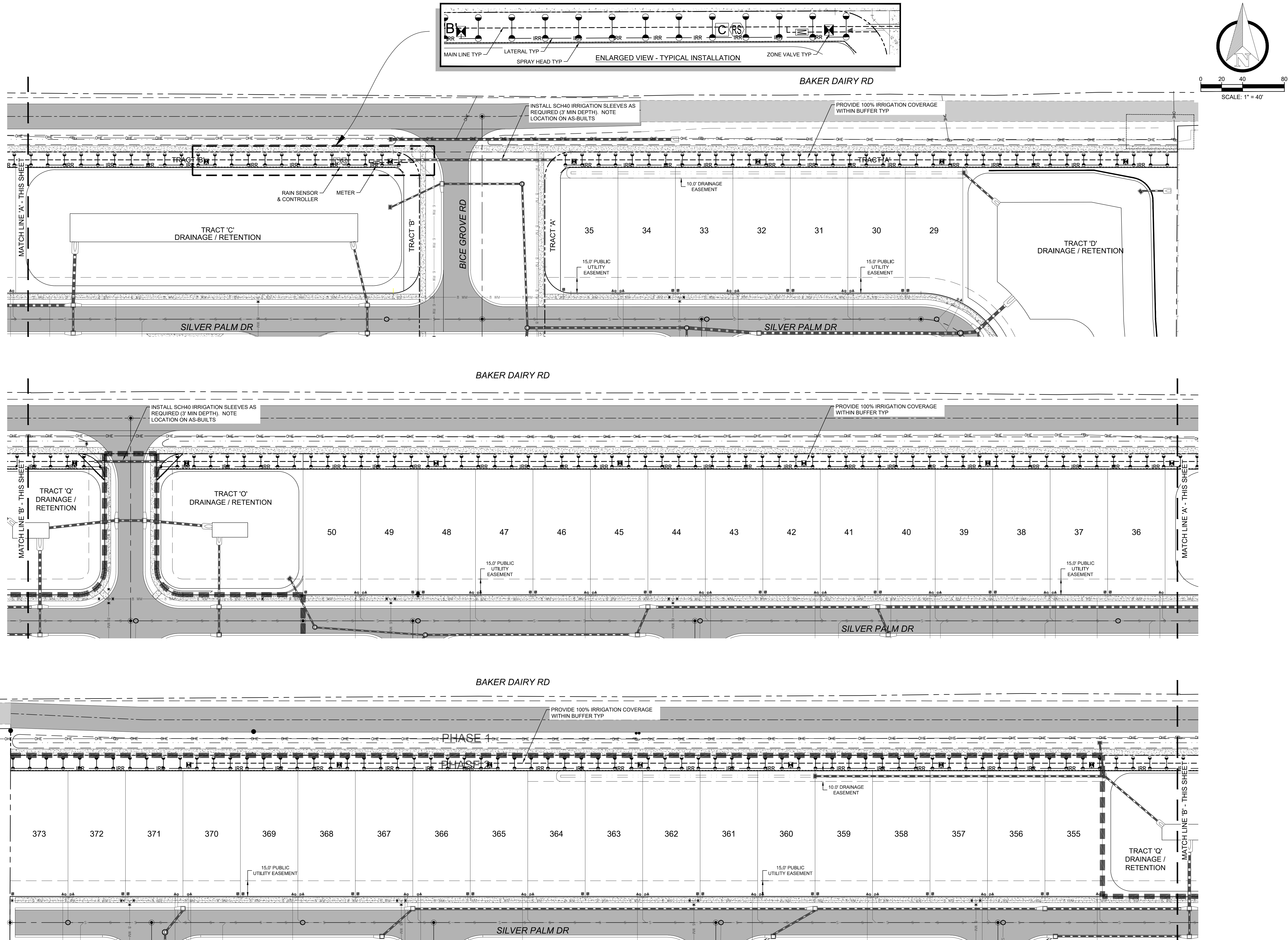
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PROJECT # 1164.01

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04.16.2020

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03.03.2020

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CYPRESS PARK ESTATES
PHASES 1 & 2

CITY OF HAINES CITY
POLK COUNTY, FLORIDA

IRRIGATION PLAN

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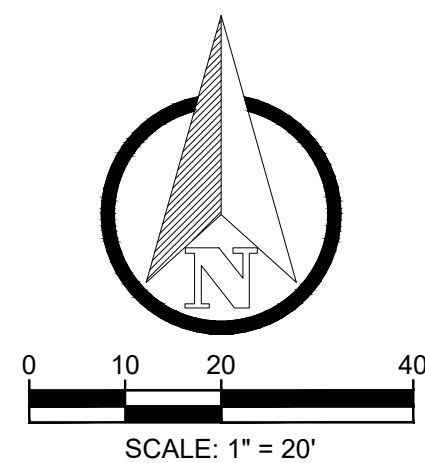
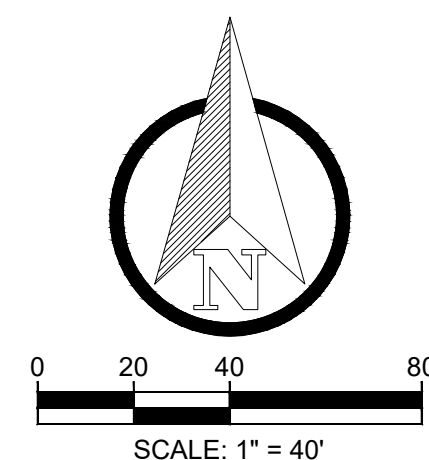
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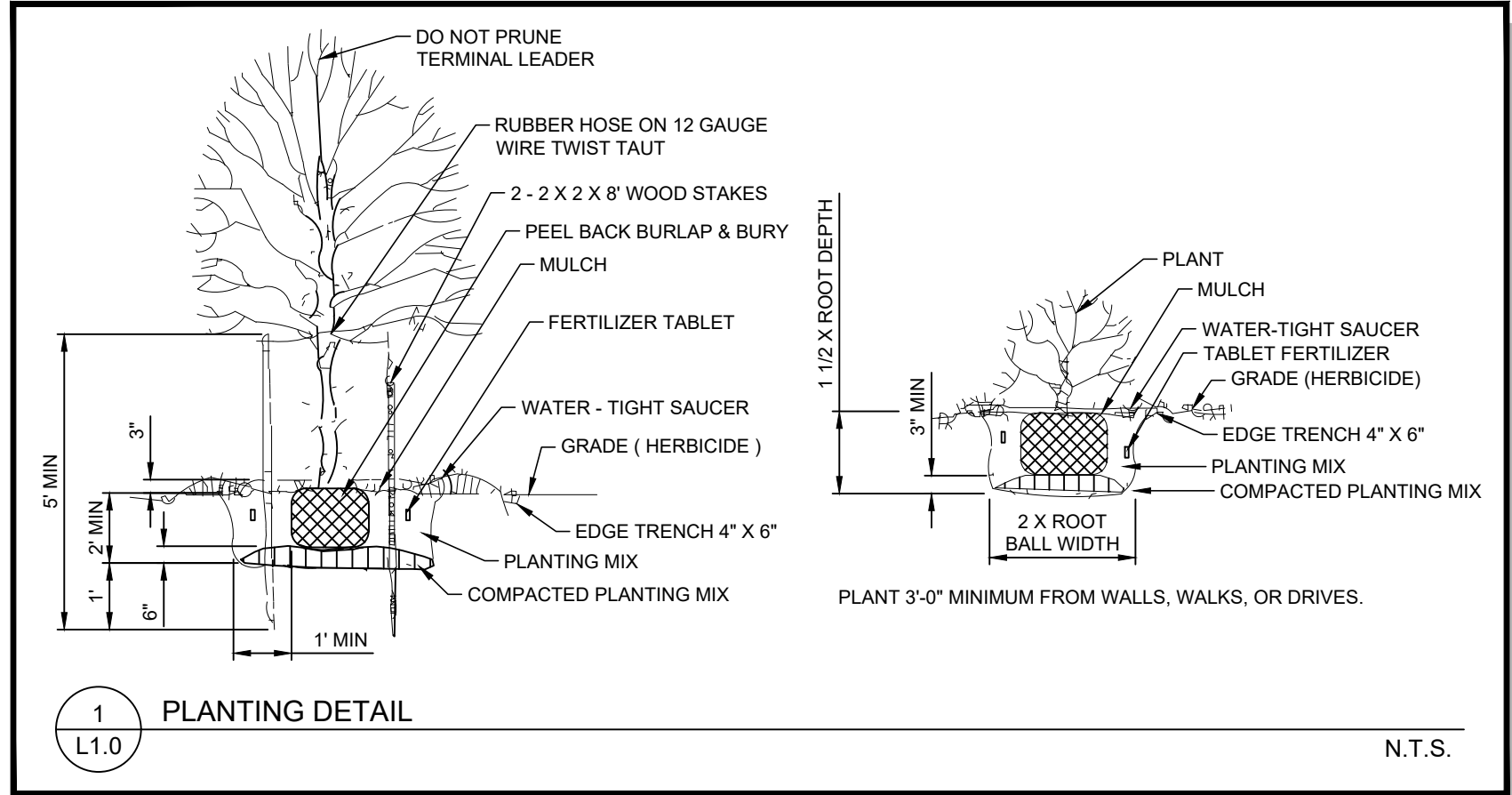
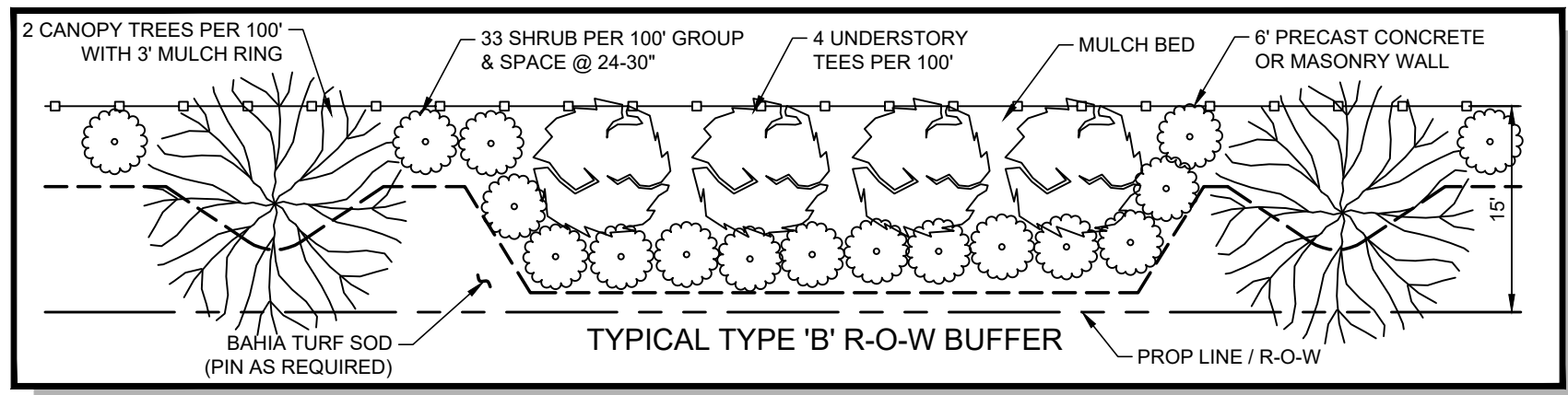
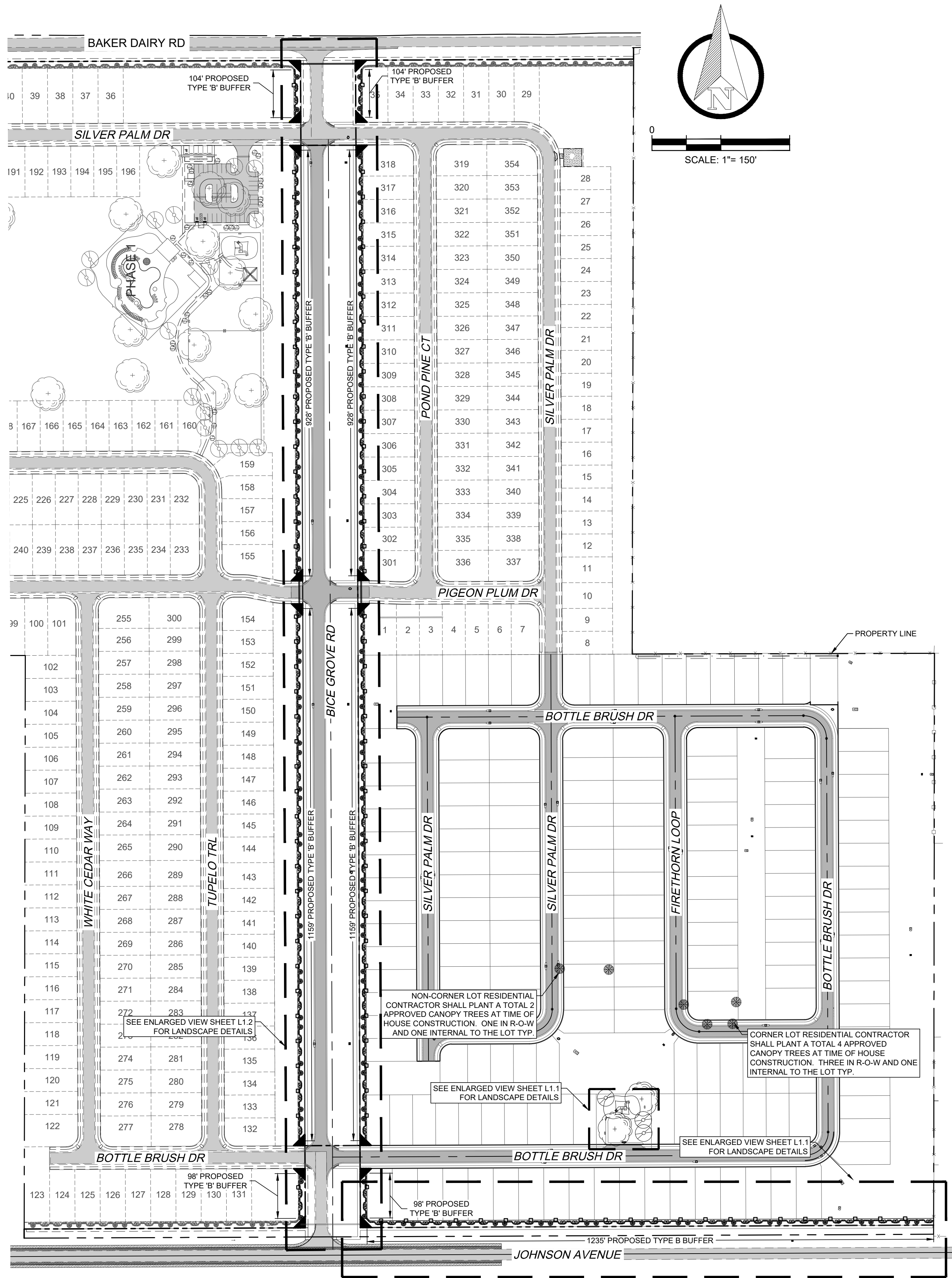
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PROJECT # 1164.01

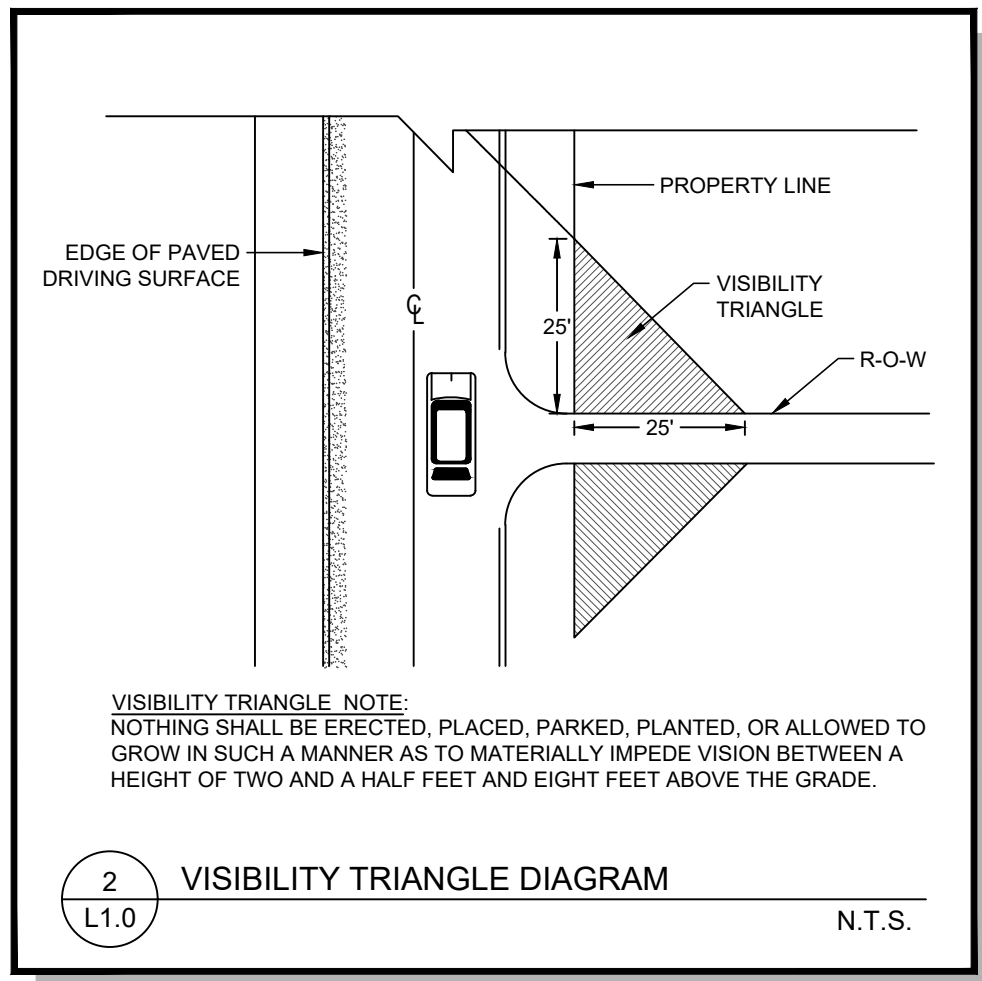


PROJECT # 1164.01



PROPOSED VEGETATION (JOHNSON AVE. R-O-W BUFFER)				
LEGEND	SCIENTIFIC NAME	COMMON NAME	MIN. SPECIFICATIONS	TO BE INSTALLED
	QUERCUS PHELLOS 'QPSTA' HIGHTOWER	OAK HIGHTOWER WILLOW	MIN 8' TALL, MIN. 3" CALIPER	24
	USE VARIETY OF LAGERSTROEMIA INDICA & LIGUSTRUM JAPONICUM	CREPE MYRTLE & WAX-LEAF PRIVET TREE	MIN 6' TALL, MIN. 2" CALIPER	50
	VIBURNUM OBOVATUM, RAPHIOLEPIS INDICA	WALTER'S VIBURNUM AND/OR INDIAN HAWTHORN	MIN. 24" TALL, 3 GALLON 30-36" O.C.	412
GRASS	PASPALUM NOTATUM	BAHIA GRASS	SOD (ROLLED)	NON MULCHED AREAS
*SUBSTITUTIONS & VARIATIONS MAY BE MADE BY LANDSCAPER IF TYPE MEETS REQUIREMENTS OF HAINES CITY / UTILITY COMPANY AND PRE-APPROVED BY DEVELOPER. THIS TABLE LISTS THE MINIMUM AMOUNT OF VEGETATION TO BE INSTALLED.				

PROPOSED VEGETATION (BICE GROVE ROAD. R-O-W BUFFER)				
LEGEND	SCIENTIFIC NAME	COMMON NAME	MIN. SPECIFICATIONS	TO BE INSTALLED
	QUERCUS PHELLOS 'QPSTA' HIGHTOWER	OAK HIGHTOWER WILLOW	MIN 8' TALL, MIN. 3" CALIPER	92
	USE VARIETY OF LAGERSTROEMIA INDICA & LIGUSTRUM JAPONICUM	CREPE MYRTLE & WAX-LEAF PRIVET TREE	MIN 6' TALL, MIN. 2" CALIPER	180
	VIBURNUM OBOVATUM, RAPHIOLEPIS INDICA	WALTER'S VIBURNUM AND/OR INDIAN HAWTHORN	MIN. 24" TALL, 3 GALLON 30-36" O.C.	1592
GRASS	PASPALUM NOTATUM	BAHIA GRASS	SOD (ROLLED)	NON MULCHED AREAS
*SUBSTITUTIONS & VARIATIONS MAY BE MADE BY LANDSCAPER IF TYPE MEETS REQUIREMENTS OF HAINES CITY / UTILITY COMPANY AND PRE-APPROVED BY DEVELOPER. THIS TABLE LISTS THE MINIMUM AMOUNT OF VEGETATION TO BE INSTALLED.				



LANDSCAPING NOTES:

(A) ALL PLANT MATERIAL TO BE FLORIDA NO.1 QUALITY
(B) A MINIMUM OF 3" OF ORGANIC MULCH IN ALL PLANT BEDS.
(C) 100% IRRIGATION COVERAGE REQUIRED WHERE DEPICTED ON THE PLAN.
(D) STAKING REQUIRED FOR ALL TREES.
(E) A 3" RING OF MULCH TO BE MAINTAINED AROUND ALL TREES NOT INCORPORATED IN PLANT BEDS.
(F) UNOBSTRUCTED VISIBILITY REQUIRED WITHIN SITE VISIBILITY TRIANGLE.
(G) ALL PLANT BEDS TO BE FREE OF LINE ROCK, CONSTRUCTION DEBRIS, AND ANY IMPERVIOUS MATERIAL. EXCAVATION AND BACKFILLING MAY BE REQUIRED.
(H) THE OWNER/ DEVELOPER IS RESPONSIBLE FOR THE ESTABLISHMENT AND MAINTENANCE OF ALL PLANT MATERIAL. LANDSCAPED AREAS MUST BE MAINTAINED TO PRESENT A HEALTHY, NEAT AND ORDERLY APPEARANCE AT ALL TIMES AND SHALL BE KEPT FREE OF TRASH AND DEBRIS.
(I) AN 8' MIN. SEPARATION IS REQUIRED BETWEEN LARGE TREES AND UNDERGROUND WATER AND SEWER LINES AND A 5' MIN SEPARATION IS REQUIRED BETWEEN SMALL/MEDIUM TREES AND UNDERGROUND WATER AND SEWER LINES.

SOD: ALL EARTHEN AREAS WITHIN LANDSCAPE BUFFERS (NOT WITHIN MULCHED BEDS), COMMON AREAS, RIGHT OF WAYS (NOT ADJACENT TO THE FRONT OR SIDE OF A RESIDENTIAL LOT), AND STORMWATER TRACTS (NOT INCLUDING POND BOTTOM) SHALL BE SODDED WITH BAHIA SOD. SOD SHALL BE PLACED 2 FEET TOWARDS THE RESIDENTIAL LOT ADJACENT TO CURB AND WITHIN ANY PROPOSED SWALES. ALL SOD SHALL BE PLACED IN A SOUND MANNER, WITHOUT GAPS OR OVERLAP, ROLLED, AND FERTILIZED. DEAD OR UNSIGHTLY AREAS WILL BE REPLACED BY CONTRACTOR AT THEIR EXPENSE.

SEEDING: ALL PROPOSED RESIDENTIAL LOTS TO BE SEEDDED WITH BAHIA GRASS BLENDED AS NECESSARY WITH SEASONAL GRASS (AS REQUIRED). CONTRACTOR SHALL MAKE RE-APPLICATIONS AS NECESSARY UNTIL GRASS IS ESTABLISHED.

MULCH: ALL LANDSCAPE BEDS SHALL BE COVERED WITH A MINIMUM OF 3" OF ORGANIC MULCH (TYPE 'B' SHREDED). CONTRACTOR TO INSTALL A PRE-EMERGENT CHEMICAL OR WEED BARRIER CLOTH WITHIN LANDSCAPE BEDS.

POND: POND BERMS TO BE SODDED UP TO, BUT NOT INCLUDING POND BOTTOM, WITH NON-MULCH GROWN BAHIA SOD. SOD ON BERMS TO BE STAKED OR PINNED AS NECESSARY TO PREVENT WASHOUT. SEED POND BOTTOM WITH BAHIA SEED UNTIL ESTABLISHED (NO SOD ON POND BOTTOM).

LANDSCAPING WITHIN COMMON AREAS: ALL LANDSCAPING, CARE, MAINTENANCE, AND REPLACEMENT WITHIN ALL THE COMMON AREAS AND STORMWATER TRACTS, ALL STREET TREES, AND LANDSCAPE BUFFERS WILL BE THE RESPONSIBILITY OF THE COMMUNITY DEVELOPMENT DISTRICT.

PRE-CAST CONCRETE OR MASONRY WALL: CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING DRAWINGS AND APPLY FOR A SEPARATE BUILDING PERMIT PRIOR TO WALL CONSTRUCTION.

REVISIONS

CITY/COUNTY/SWFWMD COMMENTS
03.24.2022

DRAWN:	RLS
DESIGNED:	RLS/JS
CHECKED:	RG

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CYPRESS PARK ESTATES
PHASE 3
CITY OF HAINES CITY
POLK COUNTY, FLORIDA
OVERALL LANDSCAPE PLAN

ISSUED FOR	
PERMIT(CITY)	01.21.2022
PERMIT(SWFWMD)	01.21.2022
PERMIT(COUNTY)	01.21.2022
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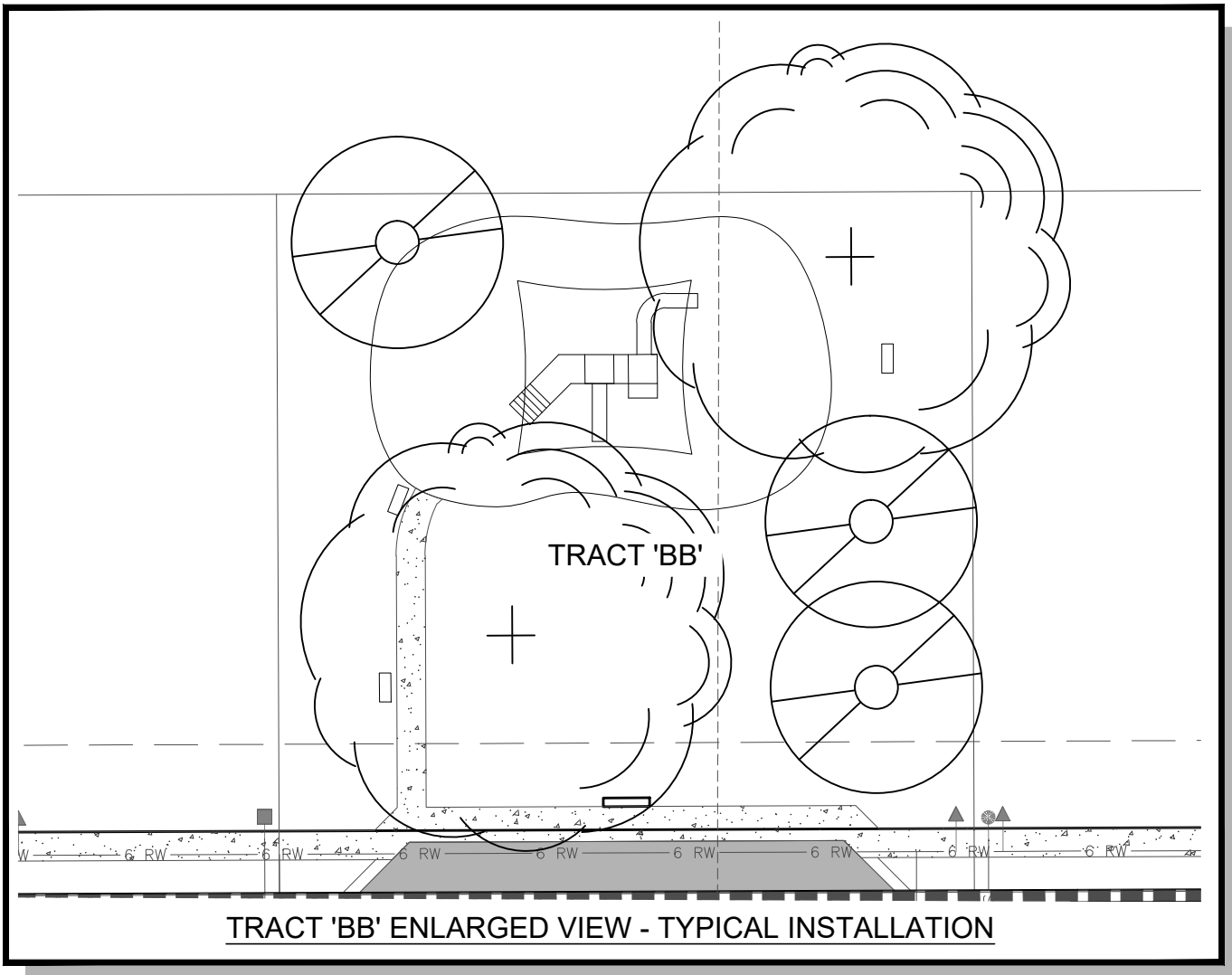
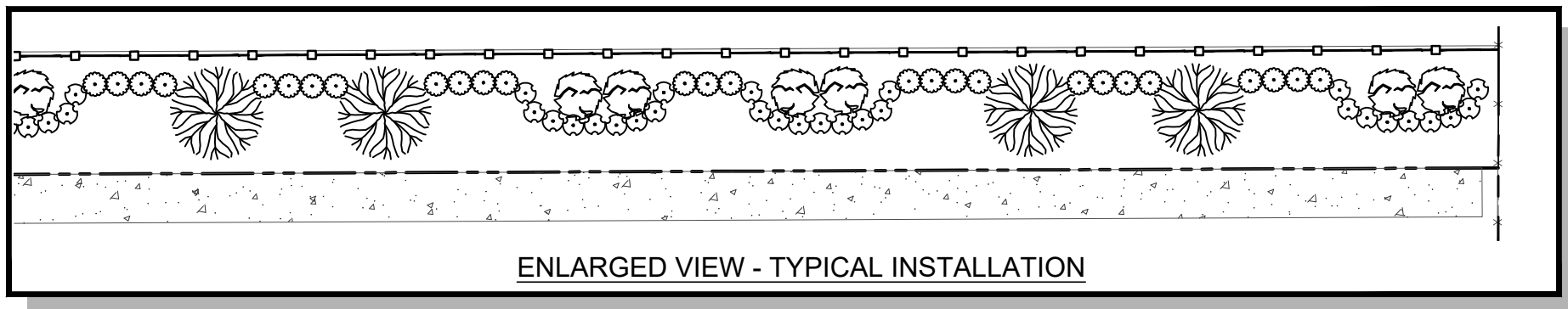
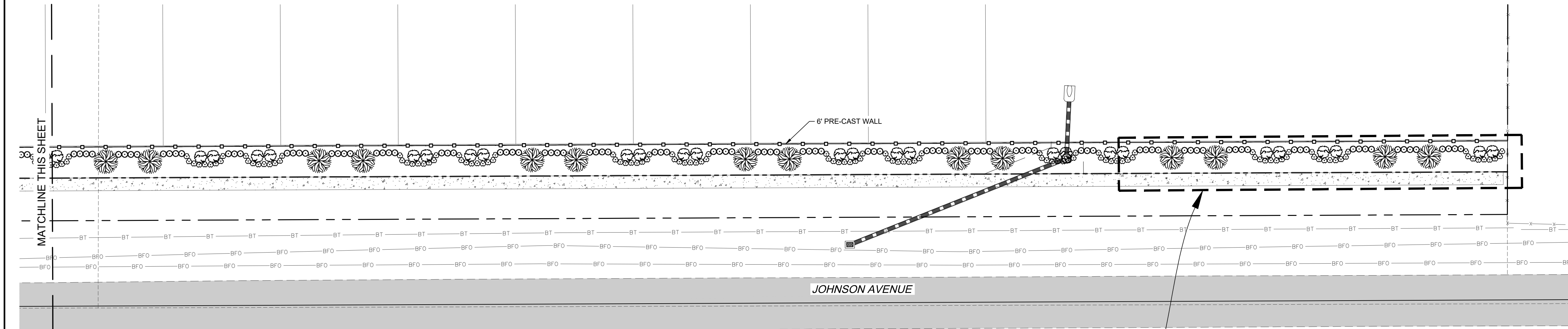
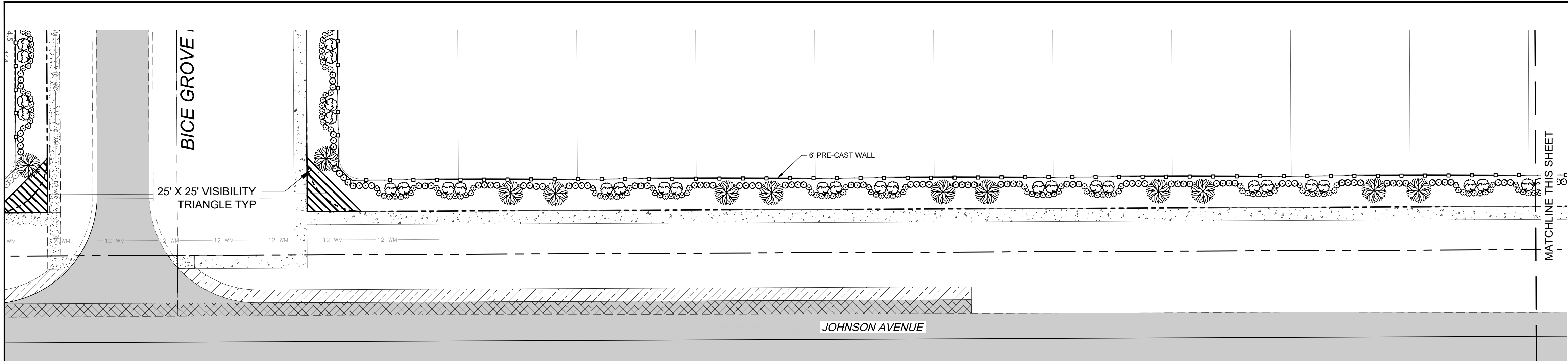
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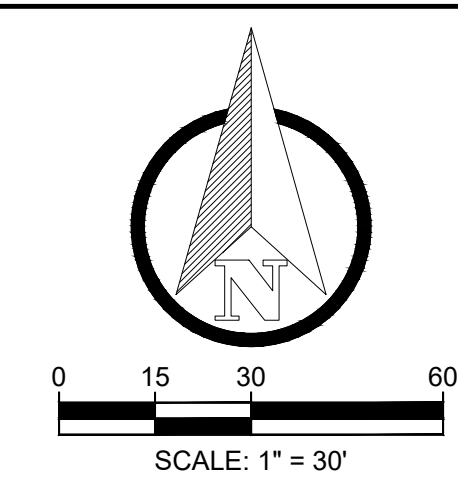
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PROPOSED VEGETATION (TRACT 'BB')				
LEGEND	SCIENTIFIC NAME	COMMON NAME	MIN. SPECIFICATIONS	TO BE INSTALLED
	QUERCUS VIRGINIANA	LIVE OAK	MIN 8' TALL, MIN. 3" CALIPER	2
	MAGNOLIA GRANDIFLORA 'BRACKENS BROWN BEAUTY'	BRACKENS BROWN MAGNOLIA	MIN 8' TALL, MIN. 3" CALIPER	3
GRASS	PASPALUM NOTATUM	BAHIA GRASS	SOD (ROLLED)	NON MULCHED AREAS



BUFFER VEGETATION LEGEND	
	OAK HIGHTOWER WILLOW
	CREPE MYRTLE WAX LEAF PRIVET TREE
	WALTER'S VIBURNUM AND/OR INDIAN HAWTHORN

REVISIONS	
CITY/COUNTY/SWFWMD COMMENTS	
DATE	03/24/2022
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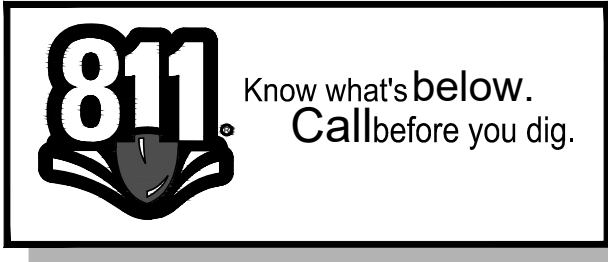
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LANDSCAPE PLAN

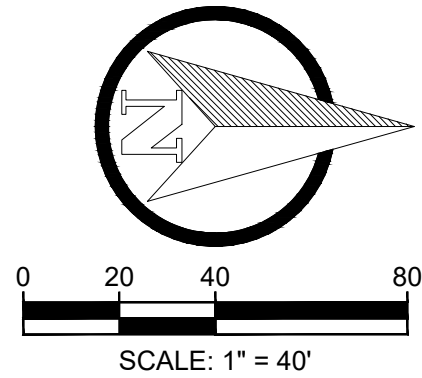
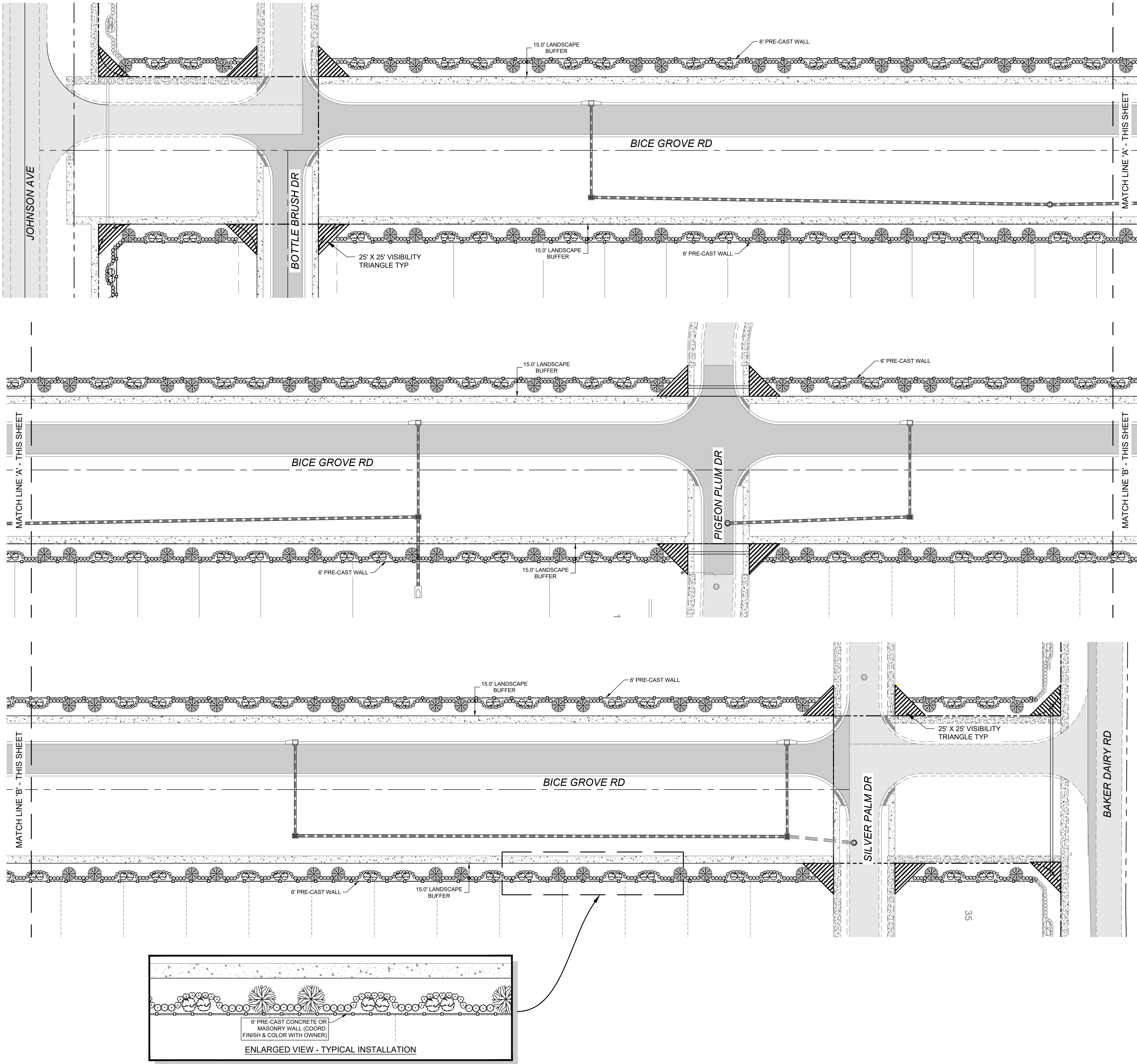
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BUFFER VEGETATION LEGEND	
	OAK HIGHTOWER WILLOW
	CREPE MYRTLE WAX LEAF PRIVET TREE
	WALTER'S VIBURNUM AND/OR INDIAN HAWTHORN

REVISIONS

CITY/COUNTY/SWPMID COMMENTS
13.24.2022

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POLK COUNTY, FLORIDA
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POCD	04.13.2022
FDEP	04.13.2022

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RODNEY A. GADD, P.E.
FLA. P.E. No. 70875

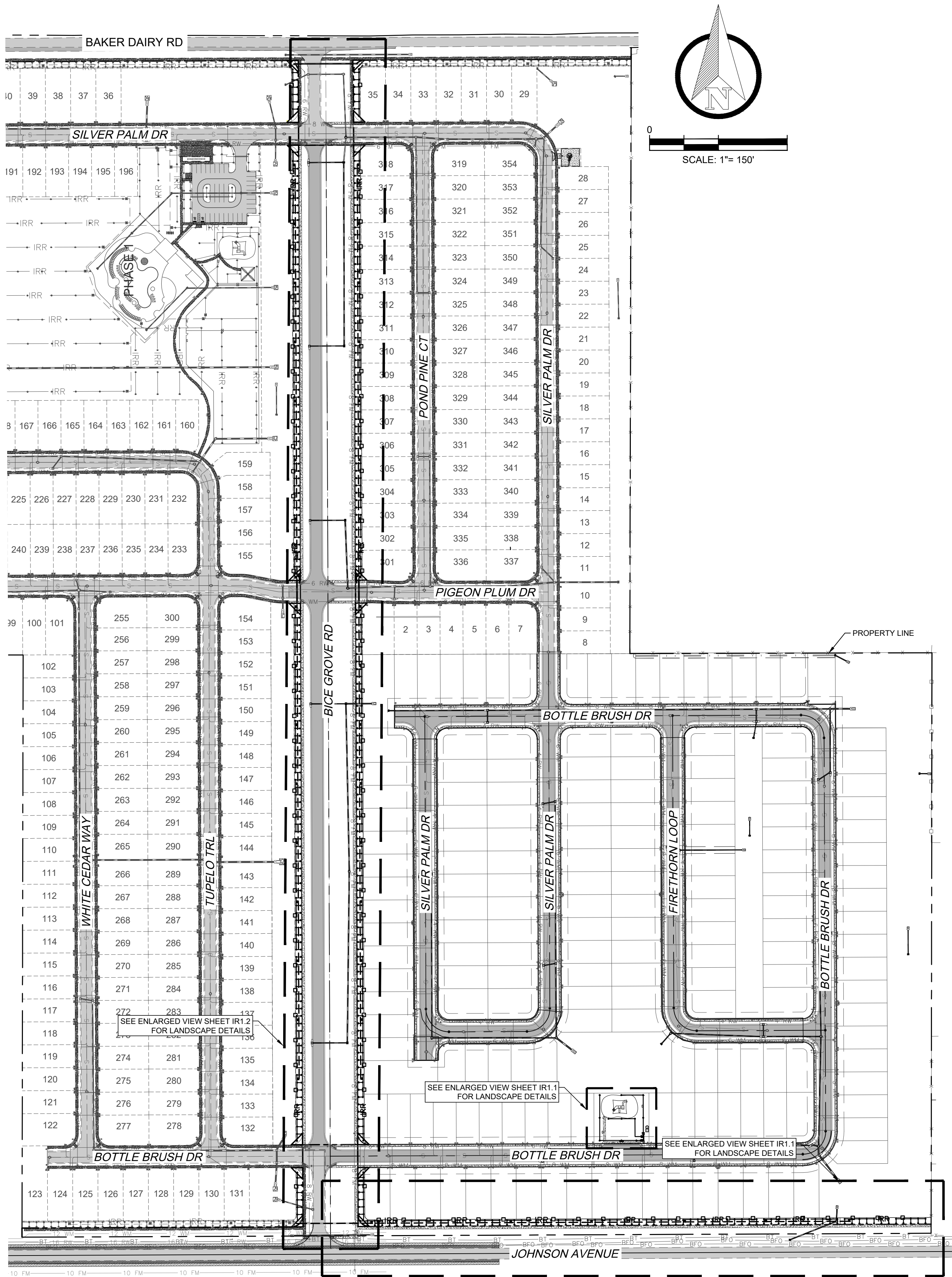
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PROJECT # 1164.02



FILENAME: X:\PROJECTS\1164.02 - KRPC - Cypress Park Estates PH3\DRAWINGS\ENGINEERING\1164.02 - LS-IR.dwg
PLOTTED: Friday, May 20, 2022 9:05:33 AM



IRRIGATION LEGEND

- SYMBOL DESCRIPTION
- REMOTE CONTROL VALVE W/ FILTER AND PRESSURE REGULATOR
 - OUTDOOR IRRIGATION CONTROLLER W/ RAIN SENSOR CONTROLS
 - RAIN SENSOR
 - BACKFLOW PREVENTER*
 - IRRIGATION METER*
 - PROPOSED SPRAY HEAD/ROTARY SPRINKLER LOCATION. CONTRACTOR TO ADJUST AS NECESSARY TO PROVIDE MOST EFFICIENT 100% COVERAGE
 - SCHEMATIC LOCATION OF MAINLINE - SCH40 PVC UNLESS OTHERWISE REQUIRED BY LOCAL CODE
 - LATERAL LINE - PVC CLASS 160 (UNLESS OTHERWISE REQUIRED BY LOCAL CODE) (3/4" MIN)

*NOTE, IRRIGATION CONTRACTOR TO DETERMINE FINAL SIZE OF IRRIGATION METER, BACKFLOW PREVENTER, MAINLINE, AND LATERAL LINE BASED ON AVAILABLE FLOW, PRESSURE, & LOCAL CODES. ZONES AND SPRINKLER HEADS MAY BE MODIFIED TO MINIMIZE COST, VALVES, & ZONES.

IRRIGATION NOTES:

- IRRIGATION CONTRACTOR SHALL EXERCISE CARE SO AS NOT TO DAMAGE EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE.
- ALL MAINLINE PIPING SHALL BE BURIED 18" MINIMUM. LATERAL PIPING SHALL BE BURIED 12" MINIMUM.
- IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ELECTRICAL CONNECTIONS INCLUDING COORDINATING ELECTRICAL METER AND CONNECTION.
- ALL PIPING SHALL BE FLUSHED OF DEBRIS, DIRT, OR CHIPS PRIOR TO CONNECTION TO A COMPONENT THAT CAN BE CLOGGED.
- ALL 12 VOLT WIRES FROM THE IRRIGATION CONTROLLER TO THE REMOTE CONTROL VALVES SHALL BE AWG SIZE 14 MIN. TYPE UF DIRECT BURIAL, SINGLE STRAND WIRE. WIRES ARE TO BE BUNDLED TOGETHER THEN TIED TO THE BOTTOM OF THE MAIN LINE PIPE WITH TIES AT 10' INTERVALS. WIRE BURIED IN TRENCHES NOT CONNECTED TO THE MAIN LINES SHALL BE PLACED WITHIN A 1/2" PIPE BURIED 16" MINIMUM.
- WHEN TRENCHING AROUND EXISTING LANDSCAPE, CARE SHOULD BE TAKEN TO AVOID DAMAGE TO THE EXISTING TREES AND SHRUBS.
- ALL POP-UP SPRAYERS AND ROTORS SHALL BE INSTALLED USING USING AN 18" FLEX PIPE CONNECTION.
- NO IRRIGATION COMPONENT SHALL BE PLACED CLOSE ENOUGH OR SHALL ENOUGH TO A PAVED SURFACE OR LANDSCAPE BED TO PREVENT MECHANICAL EDGING OF THE TURF.
- ALL NOZZLES SHALL BE ADJUSTED TO REDUCE WATER WASTE ON HARD SURFACES, FENCES, WALLS, AND STRUCTURES.
- THIS IRRIGATION PLAN IS INTENDED TO BE A GUIDE FOR THE CONTRACTOR WITH RESPECT TO AREAS TO RECEIVE IRRIGATION. THE CONTRACTOR SHALL PREPARE A DETAILED PLAN FOR ALL AREAS PROPOSED FOR IRRIGATION. ANY PERMITTING REQUIRED BY MUNICIPAL AGENCIES FOR IRRIGATION CONSTRUCTION IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR IS HEREBY ENCOURAGED TO INCLUDE LOW WATER USE FEATURES SUCH AS BUBBLERS AND DRIP IRRIGATION WHERE APPROPRIATE.
- CONTRACTOR SHALL PROVIDE ALL WORK AND EQUIPMENT NECESSARY TO MOUNT IRRIGATION METER, CONTROLLER, RAIN SENSOR, ELECTRICAL SUPPLY, ETC. IN A SECURE LOCATION, OUT OF THE VIEW OF PUBLIC, AS COORDINATED WITH OWNER. MANUALS TO ALL CONTROLS AND RELEVANT FEATURES SHALL BE PROVIDED TO OWNER UPON COMPLETION OF PROJECT.
- ALL PVC PIPING FOR MAINLINE, SLEEVES, AND RISERS SHALL BE SCH40. ALL OTHER PIPING TO BE CLASS 160 OR 200.
- ALL POP-UP ROTORS AND SPRAYS SHALL BE INSTALLED USING 18" FLEX PIPE CONNECTIONS.
- THROTTLE VALVES ON SPRAY ZONES TO BE INSTALLED AS REQUIRED TO PREVENT FOGGING.
- ALL VALVES AND GATE VALVES SHALL BE INSTALLED IN VALVE BOXES, FLUSH WITH FINISHED GRADE. VALVE BOXES SHALL BE SET IN A MINIMUM 9" PP GRAVEL.
- ANY IRRIGATION FEATURES DEPICTED OUTSIDE THE PROPERTY IS SHOWN FOR CLARITY ONLY. ALL COMPONENTS SHALL BE CONSTRUCTED WITHIN PROPERTY.
- IRRIGATION CONTRACTOR SHALL PREPARE AN AS-BUILT DRAWING ON REPRODUCIBLE PAPER SHOWING ALL INSTALLATION OF IRRIGATION SYSTEM. THE AS-BUILT SHALL LOCATE MAINLINE PIPING, CONTROL WIRES, AND VALVES BY SHOWING EXACT MEASUREMENTS FROM HARD SURFACES.
- IRRIGATION CONTROLLER AND RAIN SENSOR IS TO BE ADEQUATELY MOUNTED IN A DISCRETE LOCATION TO ALLOW FOR EASY ACCESS.

IRRIGATION SLEEVE NOTE:

CONTRACTOR SHALL COORDINATE WITH DEVELOPER FOR INSTALLATION OF THE IRRIGATION SLEEVES CROSSING THE PROPOSED ROADWAYS PRIOR TO ROAD BASE INSTALLATION.

REVISIONS

CITY/COUNTY/SWFWMD COMMENTS
03/24/2022

DRAWN:	RLS
DESIGNED:	RLS/JS
CHECKED:	RG

GADD & ASSOCIATES
CIVIL ENGINEERING & CONSULTING
4885 E COUNTY ROAD 540A
LAKELAND, FL 33813
PHONE: 888.682.6979
CFLS License #0009979
Professional Seal
www.GaddCivil.com

CYPRESS PARK ESTATES
PHASE 3
CITY OF HAINES CITY
POLK COUNTY, FLORIDA
OVERALL IRRIGATION PLAN

ISSUED FOR	
PERMIT(CITY)	01.21.2022
PERMIT(SWFWMD)	01.21.2022
PERMIT(COUNTY)	01.21.2022
BID	03.01.2022
PCHD	04.13.2022
FDEP	04.13.2022

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RODNEY A. GADD, P.E.
FLA. P.E. No. 70875

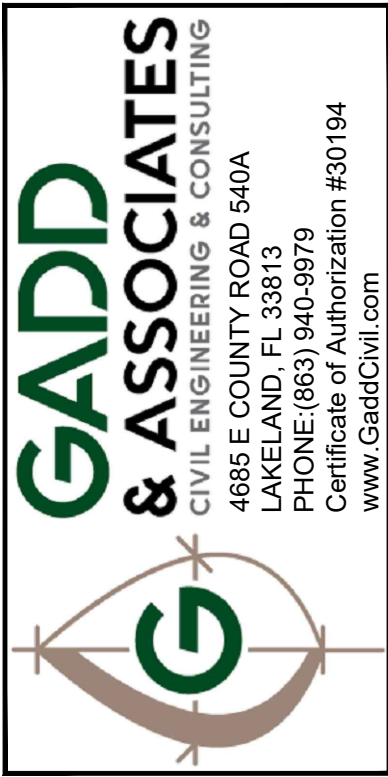
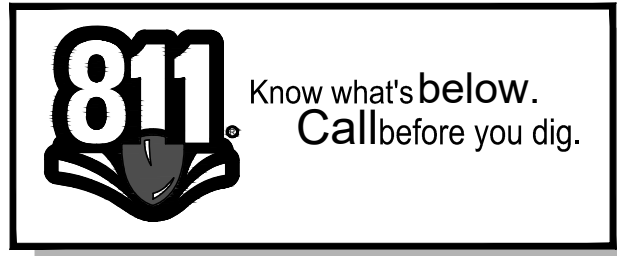
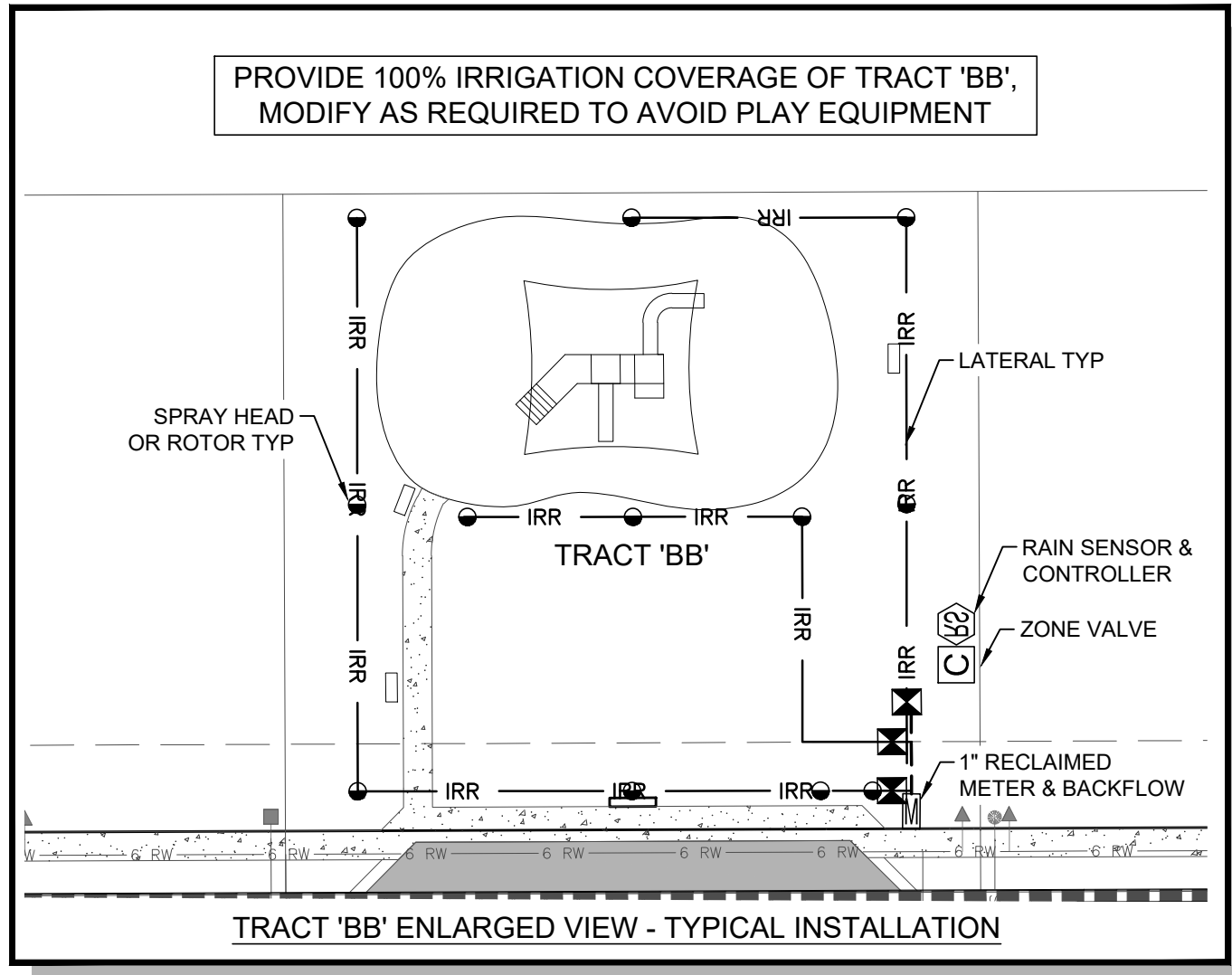
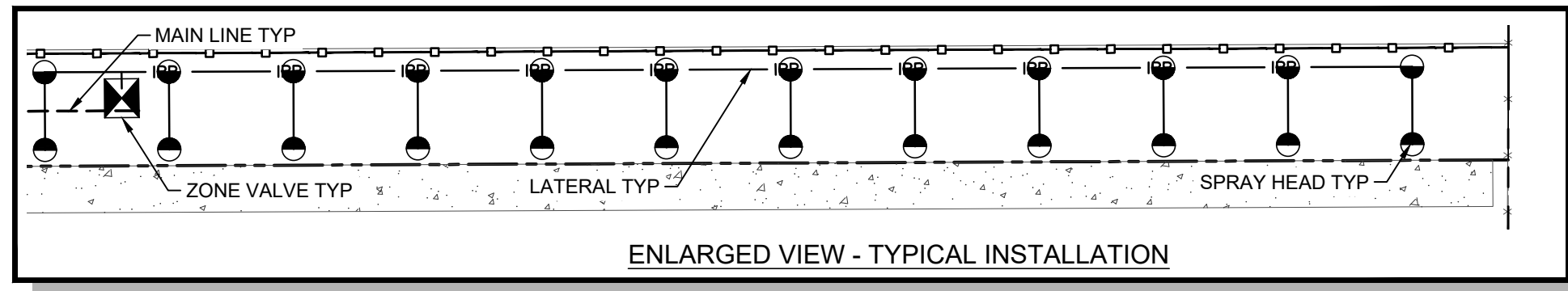
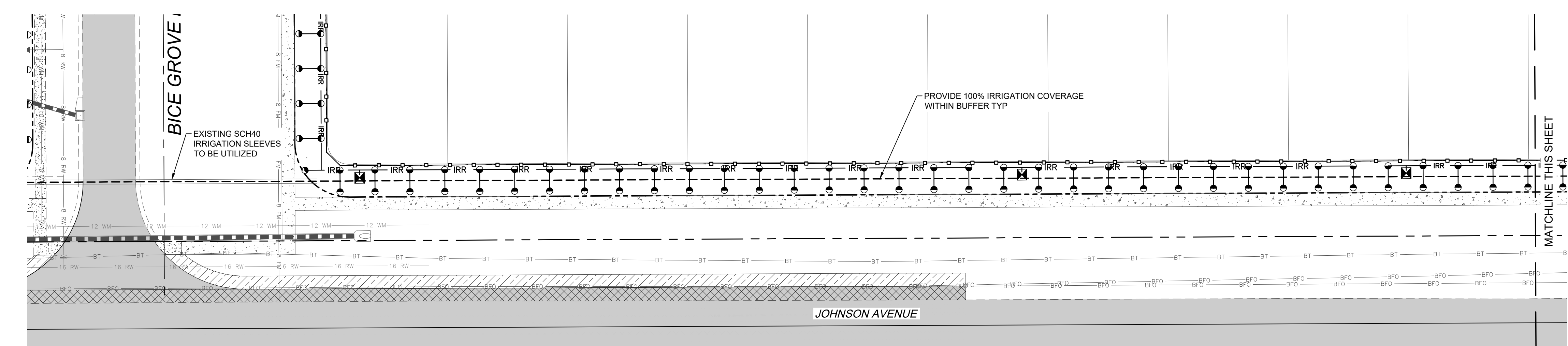
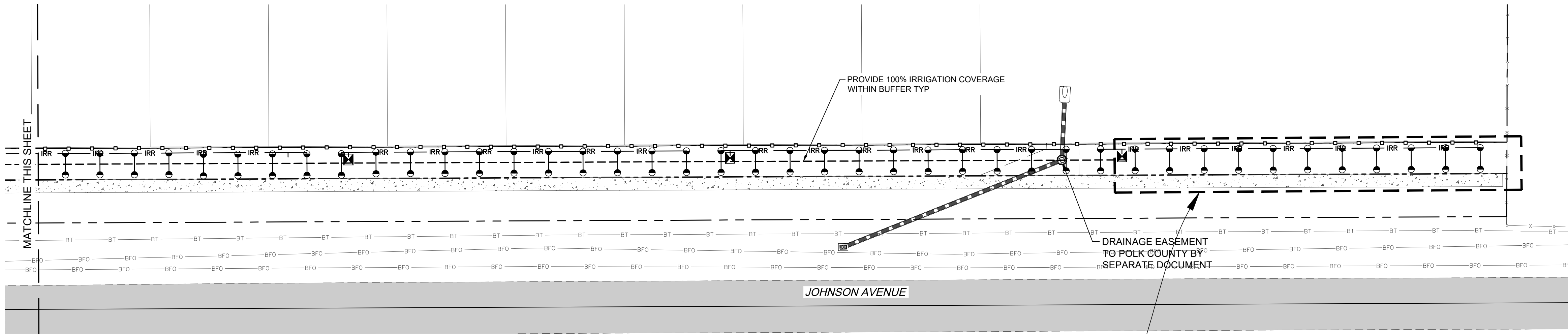
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PROJECT # 1164.02



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CYPRESS PARK ESTATES
PHASE 3
CITY OF HAINES CITY
POLK COUNTY, FLORIDA
IRRIGATION PLAN

ISSUED FOR	
PERMIT(CITY)	01.21.2022
PERMIT(SWPMID)	01.21.2022
PERMIT(COUNTY)	01.21.2022
BID	03.01.2022
POHD	04.13.2022
FDEP	04.13.2022

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RODNEY A. GADD, P.E.
FLA. P.E. No. 70875

DATE

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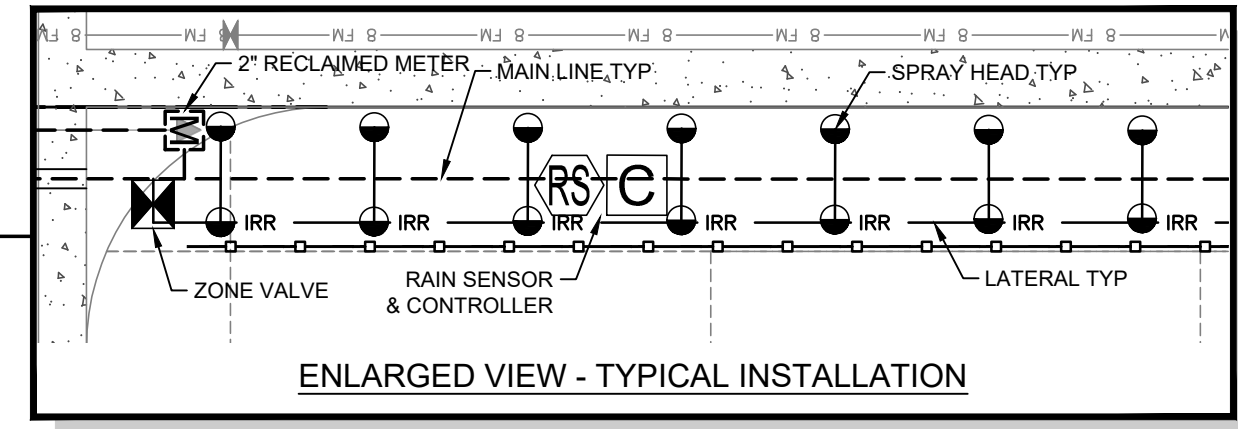
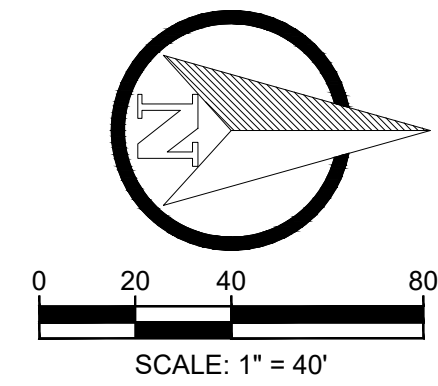
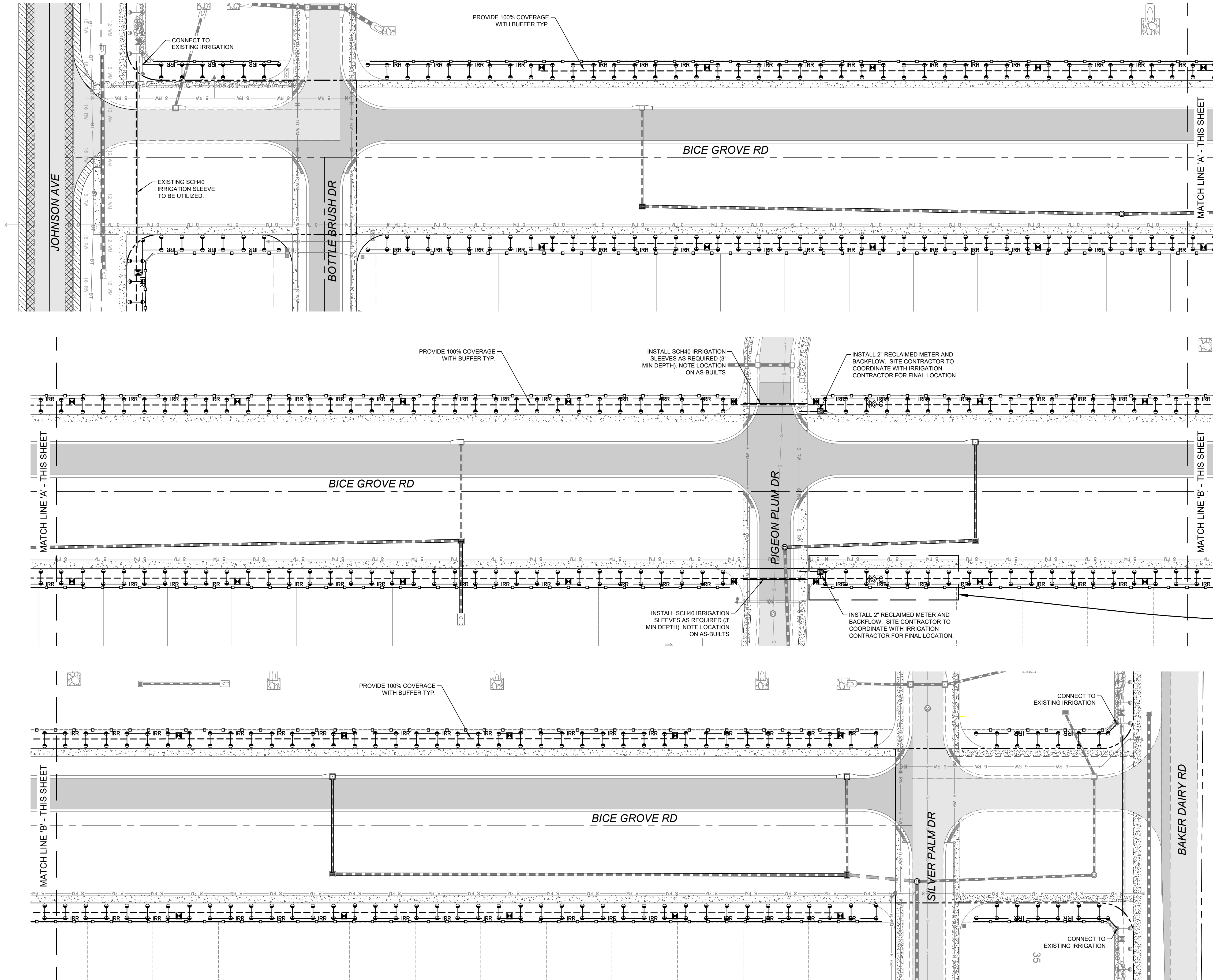
PROJECT # 1164.02

REVISIONS

CITY/COUNTY/SWPMID COMMENTS
03.24.2022

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DESIGNED:	RLS/JS
CHECKED:	RG

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CYPRESS PARK ESTATES
PHASE 3
CITY OF HAINES CITY
POLK COUNTY, FLORIDA
IRRIGATION PLAN

ISSUED FOR	
PERMIT(CITY)	01.21.2022
PERMIT(SWPMID)	01.21.2022
PERMIT(COUNTY)	01.21.2022
BID	03.01.2022
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RODNEY A. GADD, P.E.
FLA. P.E. No. 70875

DATE

IR1.2

PROJECT # 1164.02

REVISIONS

CITY/COUNTY/SWPMID COMMENTS
03.24.2022

DRAWN:	RLS
DESIGNED:	RLS/JS
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GADD & ASSOCIATES
CIVIL ENGINEERING & CONSULTING
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LAKELAND, FL 33813
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SECTION IX

SECTION C

Cypress Park Estates CDD

Field Management Report



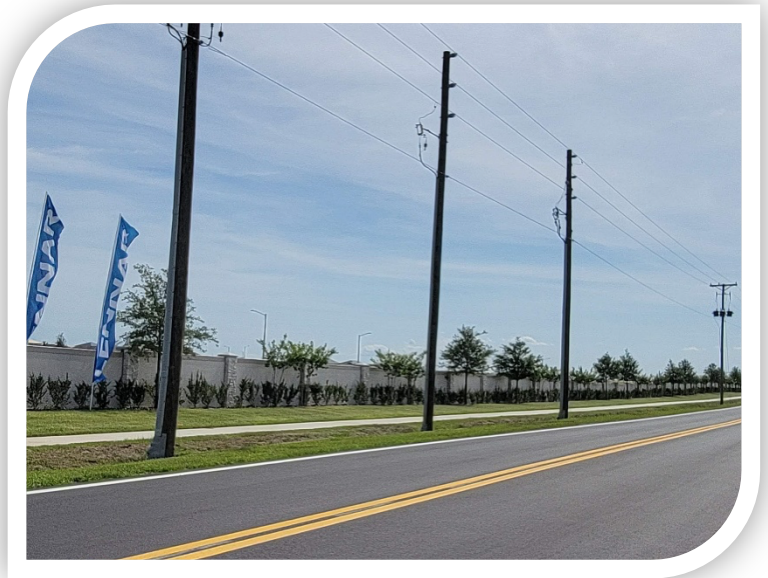
August 23, 2022
Clayton Smith
Field Services Manager
GMS

Complete

Landscape Review



Converting to contracted services with landscaper and working to keep CDD areas up to standard.



Complete

Amenity Review



Finalizing loose ends for opening.



Finalizing approved contracts.



Review and follow ups on punch listed items with builder.



Pool maintenance transitioned to approved vendor.



Proposal for



In Progress

Finishing



Playground and shade were installed by pro playgrounds.



Working on touch ups from install



In Progress

New Landscaping



Monitoring newly installed landscaping progress..



Cameras



Monitoring for camera system installation progress.



Upcoming

Fountain



Monitoring entry fountain.



Forecasting for fountain maintenance.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at csmith@gmscfl.com. Thank you.

Respectfully,
Clayton Smith

SECTION 1



Cypress Park Estates CDD
675 Silver Palm Dr, Haines City, FL 33844

Dumpster Pricing

675	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
2yard	\$71.19	\$142.37	\$213.56	\$284.74	\$355.93	\$427.11
4yard	\$142.37	\$284.74	\$427.11	\$569.48	\$711.85	\$854.22
6yard	\$213.56	\$427.11	\$640.67	\$854.22	\$1,067.78	\$1,281.33
8yard	\$284.74	\$569.48	\$854.22	\$1,138.96	\$1,423.70	\$1,708.44

Once you confirm the size of the dumpster and the amount of days per week pick up, Jennifer:
jsarria@hainescity.com will be send in the order to Republic Services.

Delia Sanchez

Public Infrastructure Secretary

300 North 5th Street

Haines City, FL 33844

T. (863) 421-3777 Ext. 5971

F. (863) 421-3699

delia.sanchez@hainescity.com

www.hainescity.com

SECTION 2

Proposal #225



Governmental Management Services

Maintenance
Services

Bill To/District: Cypress Park Estates CDD	Prepared By: Governmental Management Services, LLC 219 E. Livingston Street Orlando, FL 32801
Job name and Description	
<u>Option 1 - Cypress Park Estates CDD – Additional Amenity Garbage Cans</u>	
- Proposal is for five garbage cans. Black plastic with faux stone side embellishments. Heavy duty can. 35-gallon capacity	

Qty	Description	Unit Price	Line Total
	Labor & Mobilization		\$260.00
	Materials		\$4896.84
Total Due:			\$5,147.00



Option 1: 35 Gallon with stone accents



Proposal #225



Governmental Management Services

Maintenance
Services

Bill To/District: Cypress Park Estates CDD	Prepared By: Governmental Management Services, LLC 219 E. Livingston Street Orlando, FL 32801		
Job name and Description			
<u>Option 2 - Cypress Park Estates CDD– Additional Amenity Garbage Cans</u>			
<ul style="list-style-type: none">- Proposal is for five garbage cans. Black plastic with faux stone side embellishments. Light weight can. 42 gallon. Sandbags will be added to reduce movement during storms.			
Qty	Description	Unit Price	Line Total
	Labor and mobilization		\$260.00
	Materials		\$4263.00
Total Due:			\$4,523.00



Option 2:42 Gallon with stone accents



Proposal #225

Bill To/District: Cypress Park Estates CDD	Prepared By: Governmental Management Services, LLC 219 E. Livingston Street Orlando, FL 32801
Job name and Description	
<u>Option 3 - Cypress Park Estates CDD– Additional Amenity Garbage Cans</u>	
<ul style="list-style-type: none"> - Proposal is for five garbage cans. Black plastic. Lightweight budget can with no accents. Sandbags will be added to reduce movement during storms. 	

Qty	Description	Unit Price	Line Total
	Labor & Mobilization		\$260.00
	Materials		\$922.00
Total Due:			\$1,182.00



Option 3: 42 Gallon without accents



SECTION 3

RESORT POOL SERVICES



14525 JOHNS LAKE POINT
CLERMONT, FL 34711
321-689-6210

Tuesday, August 16, 2022

POOL SERVICE QUOTE FOR CYPRESS PARK ESTATES

Service fountains 3 x per week

\$150 per month

Please take into consideration when reviewing other quotes: Included in this price will be the supply and installation of a computer on your pool to add chemicals. The advantage of this is that the pool is being constantly monitored and any change in the chlorine level is corrected instantly by the computer giving you and your residents safer water. Currently you just have a continuous feed of chlorine to the main pool and if lots of people are in the pool the chlorine pumps cannot maintain a steady level of chemicals, only once everybody is out of the pool will the chemicals slowly return to the level they have set the pumps at. The computer removes the guess work from what level to set the chemical pumps at, as you will not know how busy the pool will be from one day to the next by having the computer installed this problem isn't an issue any longer.

POOL CLEANING DUTIES

- ✓ Test pool water on each visit and adjust Chlorine and PH levels if required
- ✓ Vacuum or net pool on each visit. Brush walls and floor as required
- ✓ Backwash filters to maintain flow required by the Florida Health Department
- ✓ Report any faults in pool equipment to the Engineering and once approved carry out repairs.
- ✓ Clean tile as required.
- ✓ Maintain computers
- ✓ Blow off pool deck
- ✓ Straighten pool furniture
- ✓ Pick up trash within pool area

All staff that work for [Resort Pool Services](#) are covered by workman's compensation and are all CPO certified. We can perform all repair & replacement needs relating to the pool. We look forward to working with you to provide a clean and safe swimming experience for your residents.

Thank you,

Simon McDonnell
[Resort Pool Services](#)
Director of Operations -

SECTION 4

*Item will be
provided under
separate cover.*

SECTION D

SECTION 1

Cypress Park Estates

Community Development District

Summary of Invoices

July 12, 2022 to August 16, 2022

Fund	Date	Check No.'s	Amount
General Fund	7/12/22	130-136	\$ 25,059.51
	8/9/22	137	\$ 8,255.88
	8/16/22	138-141	\$ 10,602.79
			<hr/>
			\$ 43,918.18
			<hr/>
			\$ 43,918.18

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
7/12/22	00026	7/01/22 16618	202207 330-57200-48500		*	1,000.00	
			POOL MAINTENANCE - JUL 22				
				RESORT POOL SERVICES			1,000.00 000136
8/09/22	00023	7/25/22 63695-07	202207 320-53800-43200		*	509.96	
			4701 BAKER DAIRY RD-JUL22				
		7/25/22 63696-07	202207 320-53800-43200		*	338.25	
			5150 E JOHNSON AVE-JUL22				
		7/25/22 64455-07	202207 320-53800-43200		*	157.75	
			4975 BAKER DAIRY RD-JUL22				
		7/25/22 67111-07	202207 320-53800-43200		*	7,249.92	
			1209 TUPELO TRAIL-JUL 22				
				CITY OF HAINES CITY			8,255.88 000137
8/16/22	00027	8/04/22 GMS08021	202208 330-57200-34500		*	640.64	
			CDVI PROXIMITY CARD				
				CURRENT DEMANDS ELECTRICAL &			640.64 000138
8/16/22	00003	8/01/22 47	202208 310-51300-34000		*	3,004.17	
			MANAGEMENT FEES - AUG 22				
		8/01/22 47	202208 310-51300-35200		*	100.00	
			WEBSITE MANAGEMENT-AUG 22				
		8/01/22 47	202208 310-51300-35100		*	150.00	
			INFORMATION TECH - AUG 22				
		8/01/22 47	202208 310-51300-31300		*	583.33	
			DISSEMINATION SVCS-AUG 22				
		8/01/22 47	202208 310-51300-42000		*	7.15	
			POSTAGE				
		8/01/22 48	202208 320-53800-34000		*	1,250.00	
			FIELD MANAGEMENT - AUG 22				
				GOVERNMENTAL MANAGEMENT SERVICES			5,094.65 000139
8/16/22	00024	8/01/22 6504	202208 320-53800-46200		*	3,367.50	
			LANDSCAPE MAINT - AUG 22				
				PRINCE & SONS INC.			3,367.50 000140
8/16/22	00026	8/01/22 16854	202208 330-57200-48500		*	1,500.00	
			POOL MAINTENANCE - AUG 22				
				RESORT POOL SERVICES			1,500.00 000141
TOTAL FOR BANK A						43,918.18	
TOTAL FOR REGISTER						43,918.18	

CPE CYP PARK EST CWRIGHT

SECTION 2

Cypress Park Estates
Community Development District

Unaudited Financial Reporting
July 31, 2022



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Debt Service Fund Series 2020 A1 & A2</u>
5	<u>Debt Service Fund Series 2022</u>
6	<u>Capital Projects Fund Series 2020 A1 & A2</u>
7	<u>Capital Projects Fund Series 2022</u>
8-9	<u>Month to Month</u>

Cypress Park Estates
Community Development District
Combined Balance Sheet
July 31, 2022

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
<u>Cash:</u>				
Operating Account	\$ 141,840	\$ -	\$ -	\$ 141,840
Capital Projects Account	\$ -	\$ -	\$ 326,955	\$ 326,955
<u>Investments:</u>				
<u>Series 2020 A1</u>				
Reserve	\$ -	\$ 442,500	\$ -	\$ 442,500
Revenue	\$ -	\$ 142,086	\$ -	\$ 142,086
Construction	\$ -	\$ -	\$ 1	\$ 1
<u>Series 2020 A2</u>				
Reserve	\$ -	\$ 71,156	\$ -	\$ 71,156
Revenue	\$ -	\$ 127	\$ -	\$ 127
Construction	\$ -	\$ -	\$ 4	\$ 4
<u>Series 2022</u>				
Reserve	\$ -	\$ 511,731	\$ -	\$ 511,731
Revenue	\$ -	\$ 224	\$ -	\$ 224
Interest	\$ -	\$ 148,122	\$ -	\$ 148,122
Construction Phase 2	\$ -	\$ -	\$ 2,625,530	\$ 2,625,530
Cost of Issuance	\$ -	\$ -	\$ 7,503	\$ 7,503
Escrow Phase 3	\$ -	\$ -	\$ 4,236,399	\$ 4,236,399
Total Assets	\$ 141,840	\$ 1,315,948	\$ 7,196,391	\$ 8,654,179
Liabilities:				
Accounts Payable	\$ 12,719	\$ -	\$ 49,884	\$ 62,603
Total Liabilities	\$ 12,719	\$ -	\$ 49,884	\$ 62,603
Fund Balance:				
Nonspendable:				
Restricted for:				
Debt Service - Series 2020	\$ -	\$ 655,870	\$ -	\$ 655,870
Debt Service - Series 2022		\$ 660,078		\$ 660,078
Capital Projects - Series 2020	\$ -	\$ -	\$ 277,075	\$ 277,075
Capital Projects - Series 2022			\$ 6,869,432	\$ 6,869,432
Unassigned	\$ 129,121	\$ -	\$ -	\$ 129,121
Total Fund Balances	\$ 129,121	\$ 1,315,948	\$ 7,146,507	\$ 8,591,576
Total Liabilities & Fund Balance	\$ 141,840	\$ 1,315,948	\$ 7,196,391	\$ 8,654,179

Cypress Park Estates
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/22	Thru 07/31/22	Variance

Revenues:

Assessments	\$ 265,500	\$ -	\$ -	\$ -
Assessments - Lot Closings	\$ -	\$ -	\$ 262,500	\$ 262,500
Developer Contributions	\$ 58,945	\$ 49,121	\$ 9,105	\$ (40,016)
Total Revenues	\$ 324,445	\$ 49,121	\$ 271,605	\$ 222,484

Expenditures:

General & Administrative:

Supervisor Fees	\$ 10,000	\$ 8,333	\$ 2,200	\$ 6,133
Engineer Fees	\$ 10,000	\$ 8,333	\$ 3,330	\$ 5,004
Attorney Fees	\$ 25,000	\$ 20,833	\$ 13,437	\$ 7,396
Annual Audit	\$ 4,500	\$ 4,900	\$ 4,900	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Dissemination	\$ 6,000	\$ 5,000	\$ 5,083	\$ (83)
Arbitrage	\$ 1,000	\$ 900	\$ 900	\$ -
Trustee Fees	\$ 5,000	\$ 5,000	\$ 8,081	\$ (3,081)
Management Fees	\$ 36,050	\$ 30,042	\$ 30,042	\$ (0)
Information Technology	\$ 1,800	\$ 1,500	\$ 1,500	\$ -
Website Maintenance	\$ 1,200	\$ 1,000	\$ 1,000	\$ -
Telephone	\$ 150	\$ 125	\$ -	\$ 125
Postage & Delivery	\$ 500	\$ 417	\$ 302	\$ 115
Insurance	\$ 5,500	\$ 5,500	\$ 5,175	\$ 325
Printing & Binding	\$ 350	\$ 292	\$ 21	\$ 271
Legal Advertising	\$ 10,000	\$ 8,333	\$ -	\$ 8,333
Other Current Charges	\$ 2,000	\$ 1,667	\$ 400	\$ 1,266
Office Supplies	\$ 350	\$ 292	\$ 14	\$ 277
Travel Per Diem	\$ 550	\$ 458	\$ -	\$ 458
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 125,125	\$ 108,100	\$ 81,561	\$ 26,539

Cypress Park Estates

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/22	Thru 07/31/22	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Property Insurance	\$ 5,000	\$ 5,000	\$ 345	\$ 4,655
Field Management	\$ 15,000	\$ 12,500	\$ 2,500	\$ 10,000
Landscape Maintenance	\$ 40,000	\$ 33,333	\$ 11,835	\$ 21,498
Landscape Replacement	\$ 5,000	\$ 4,167	\$ -	\$ 4,167
Lake Maintenance	\$ 10,000	\$ 8,333	\$ -	\$ 8,333
Streetlights	\$ 12,600	\$ 10,500	\$ 5,133	\$ 5,367
Electric	\$ 5,000	\$ 4,167	\$ 763	\$ 3,403
Water & Sewer	\$ 5,000	\$ 5,000	\$ 33,526	\$ (28,526)
Sidewalk & Asphalt Maintenance	\$ 500	\$ 417	\$ -	\$ 417
Irrigation Repairs	\$ 2,500	\$ 2,083	\$ 214	\$ 1,869
General Repairs & Maintenance	\$ 5,000	\$ 4,167	\$ -	\$ 4,167
Contingency	\$ 5,000	\$ 4,167	\$ -	\$ 4,167
Subtotal Field Expenditures	\$ 110,600	\$ 93,833	\$ 54,317	\$ 39,516
Amenity Expenditures				
Amenity - Electric	\$ 14,400	\$ 12,000	\$ 1,862	\$ 10,138
Amenity - Water	\$ 5,000	\$ 4,167	\$ -	\$ 4,167
Playground Lease	\$ 14,000	\$ 11,667	\$ 4,455	\$ 7,212
Internet	\$ 3,000	\$ 2,500	\$ -	\$ 2,500
Pest Control	\$ 720	\$ 600	\$ -	\$ 600
Janitorial Service	\$ 5,400	\$ 4,500	\$ -	\$ 4,500
Security Services	\$ 15,000	\$ 12,500	\$ -	\$ 12,500
Pool Maintenance	\$ 16,200	\$ 13,500	\$ 2,280	\$ 11,220
Amenity Repairs & Maintenance	\$ 5,000	\$ 4,167	\$ -	\$ 4,167
Contingency	\$ 5,000	\$ 4,167	\$ -	\$ 4,167
Subtotal Amenity Expenditures	\$ 83,720	\$ 69,767	\$ 8,597	\$ 61,170
Total Operations & Maintenance	\$ 194,320	\$ 163,600	\$ 62,914	\$ 100,687
Total Expenditures	\$ 319,445	\$ 271,700	\$ 144,474	\$ 127,226
Excess (Deficiency) of Revenues over Expenditures	\$ 5,000	\$ (222,579)	\$ 127,131	\$ 95,259
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ (5,000)	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ (5,000)	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -		\$ 127,131	
Fund Balance - Beginning	\$ -		\$ 1,990	
Fund Balance - Ending	\$ -		\$ 129,121	

Cypress Park Estates

Community Development District

Debt Service Fund Series 2020 A1 & A2

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/22	Thru 07/31/22	Variance
Revenues:				
Assessments - A1	\$ 442,500	\$ -	\$ -	\$ -
Assessments - A2	\$ 71,156	\$ -	\$ -	\$ -
Assessments - Lot Closings A1	\$ -	\$ -	\$ 437,500	\$ 437,500
Assessments - Lot Closings A2	\$ -	\$ -	\$ 44,078	\$ 44,078
Interest	\$ -	\$ -	\$ 575	\$ 575
Total Revenues	\$ 513,656	\$ -	\$ 482,153	\$ 482,153
Expenditures:				
Series 2020 A1				
Interest - 11/1	\$ 146,353	\$ 146,353	\$ 146,353	\$ -
Principal - 5/1	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Interest - 5/1	\$ 146,353	\$ 146,353	\$ 146,353	\$ -
Series 2020 A2				
Interest - 11/1	\$ 24,078	\$ 24,078	\$ 24,078	\$ (0)
Principal - 5/1	\$ 20,000	\$ 20,000	\$ 20,000	\$ -
Interest - 5/1	\$ 24,078	\$ 24,078	\$ 24,078	\$ (0)
Total Expenditures	\$ 510,863	\$ 510,863	\$ 510,863	\$ (0)
Excess (Deficiency) of Revenues over Expenditures	\$ 2,794	\$ (510,863)	\$ (28,709)	\$ 482,153
Net Change in Fund Balance	\$ 2,794		\$ (28,709)	
Fund Balance - Beginning	\$ 170,922		\$ 684,579	
Fund Balance - Ending	\$ 173,716		\$ 655,870	

Cypress Park Estates

Community Development District

Debt Service Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/22	Thru 07/31/22	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 224	\$ 224
Total Revenues	\$ -	\$ -	\$ 224	\$ 224
Expenditures:				
Series 2022				
Interest - 11/1	\$ -	\$ -	\$ -	\$ -
Principal - 5/1	\$ -	\$ -	\$ -	\$ -
Interest - 5/1	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 224	\$ 224
Other Financing Sources/(Uses):				
Bonds Proceeds	\$ -	\$ -	\$ 659,853	\$ 659,853
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 659,853	\$ 659,853
Net Change in Fund Balance	\$ -		\$ 660,078	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 660,078	

Cypress Park Estates
Community Development District
Capital Projects Fund Series 2020 A1 & A2
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/22	Thru 07/31/22	Variance
<u>Revenues</u>				
Developer Contributions	\$ -	\$ -	\$ 1,953,811	\$ 1,953,811
Interest	\$ -	\$ -	\$ 9	\$ 9
Total Revenues	\$ -	\$ -	\$ 1,953,820	\$ 1,953,820
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ 2,467,033	\$ (2,467,033)
Total Expenditures	\$ -	\$ -	\$ 2,467,033	\$ (2,467,033)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (513,213)	\$ 4,522,083
<u>Other Financing Sources/(Uses)</u>				
City Contributions	\$ -	\$ -	\$ 101,230	\$ 101,230
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 101,230	\$ 101,230
Net Change in Fund Balance	\$ -		\$ (411,983)	
Fund Balance - Beginning	\$ -		\$ 689,058	
Fund Balance - Ending	\$ -		\$ 277,075	

Cypress Park Estates

Community Development District

Capital Projects Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2022

	Adopted Budget	Prorated Budget Thru 07/31/22	Actual Thru 07/31/22	Variance
<u>Revenues</u>				
Interest	\$ -	\$ -	\$ 2,335	\$ 2,335
Total Revenues	\$ -	\$ -	\$ 2,335	\$ 2,335
<u>Expenditures:</u>				
Capital Outlay - COI	\$ -	\$ -	\$ 338,050	\$ (338,050)
Total Expenditures	\$ -	\$ -	\$ 338,050	\$ (338,050)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (335,715)	\$ 7,545,532
<u>Other Financing Sources/(Uses)</u>				
Bonds Proceed	\$ -	\$ -	\$ 7,205,147	\$ 7,205,147
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 7,205,147	\$ 7,205,147
Net Change in Fund Balance	\$ -	\$ -	\$ 6,869,432	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ 6,869,432	

Cypress Park Estates
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessments - Lot Closing	\$ -	\$ 133,500	\$ 75,000	\$ 54,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	262,500
Developer Contributions	\$ 9,105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	9,105
Total Revenues	\$ 9,105	\$ 133,500	\$ 75,000	\$ 54,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	271,605
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ 600	\$ 600	\$ -	\$ -	\$ -	2,200
Engineer Fees	\$ -	\$ 1,497	\$ -	\$ -	\$ -	\$ 1,833	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,330
Attorney Fees	\$ 1,861	\$ 1,750	\$ 720	\$ 630	\$ 121	\$ 454	\$ 610	\$ 2,621	\$ 4,671	\$ -	\$ -	\$ -	13,437
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500	\$ -	\$ 400	\$ -	\$ -	\$ -	4,900
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Dissemination	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 583	\$ -	\$ -	5,083
Arbitrage	\$ -	\$ 900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	900
Trustee Fees	\$ -	\$ -	\$ 8,081	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,081
Management Fees	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ -	\$ -	30,042
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	1,500
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	1,000
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	\$ 1	\$ -	\$ 116	\$ 44	\$ 24	\$ 37	\$ 42	\$ 3	\$ 7	\$ 28	\$ -	\$ -	302
Insurance	\$ 5,175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,175
Printing & Binding	\$ -	\$ 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12	\$ -	\$ -	21
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other Current Charges	\$ 30	\$ 30	\$ 53	\$ 43	\$ 51	\$ 30	\$ 38	\$ 38	\$ 39	\$ 46	\$ -	\$ -	400
Office Supplies	\$ 0	\$ 3	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 3	\$ 3	\$ 5	\$ -	\$ -	14
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative	\$ 16,397	\$ 7,943	\$ 12,725	\$ 4,471	\$ 3,950	\$ 6,108	\$ 9,545	\$ 7,019	\$ 9,474	\$ 3,929	\$ -	\$ -	81,561

Cypress Park Estates
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 345	\$ -	\$ -	\$ 345
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 625	\$ 625	\$ 625	\$ 625	\$ -	\$ -	\$ 2,500
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,700	\$ 1,200	\$ 4,568	\$ 3,368	\$ -	\$ -	\$ 11,835
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlights	\$ -	\$ -	\$ -	\$ 432	\$ 396	\$ 329	\$ -	\$ 1,577	\$ 1,154	\$ 1,246	\$ -	\$ -	\$ 5,133
Electric	\$ 61	\$ -	\$ 57	\$ 95	\$ 102	\$ 101	\$ 91	\$ 92	\$ 84	\$ 80	\$ -	\$ -	\$ 763
Water & Sewer	\$ -	\$ -	\$ 191	\$ 939	\$ 8,097	\$ 4,000	\$ 2,311	\$ 2,144	\$ 7,587	\$ 8,256	\$ -	\$ -	\$ 33,526
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 214	\$ -	\$ -	\$ -	\$ 214
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Field Expenditures	\$ 61	\$ -	\$ 248	\$ 1,466	\$ 8,595	\$ 4,430	\$ 5,727	\$ 5,638	\$ 14,231	\$ 13,920	\$ -	\$ -	\$ 54,317
Amenity Expenditures													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 511	\$ 1,351	\$ -	\$ -	\$ 1,862
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,340	\$ 1,057	\$ 1,057	\$ -	\$ -	\$ 4,455
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,280	\$ 1,000	\$ -	\$ -	\$ 2,280
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Amenity Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,340	\$ 2,849	\$ 3,408	\$ -	\$ -	\$ 8,597
Total Operations & Maintenance	\$ 61	\$ -	\$ 248	\$ 1,466	\$ 8,595	\$ 4,430	\$ 5,727	\$ 7,978	\$ 17,080	\$ 17,329	\$ -	\$ -	\$ 62,914
Total Expenditures	\$ 16,458	\$ 7,943	\$ 12,974	\$ 5,937	\$ 12,545	\$ 10,538	\$ 15,272	\$ 14,997	\$ 26,553	\$ 21,257	\$ -	\$ -	\$ 144,474
Excess (Deficiency) of Revenues over Expenditures	\$ (7,352)	\$ 125,557	\$ 62,026	\$ 48,063	\$ (12,545)	\$ (10,538)	\$ (15,272)	\$ (14,997)	\$ (26,553)	\$ (21,257)	\$ -	\$ -	\$ 127,131
Other Financing Sources/Uses:													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (7,352)	\$ 125,557	\$ 62,026	\$ 48,063	\$ (12,545)	\$ (10,538)	\$ (15,272)	\$ (14,997)	\$ (26,553)	\$ (21,257)	\$ -	\$ -	\$ 127,131