Cypress Park Estates Community Development District

Meeting Agenda

April 25, 2023

AGENDA

Cypress Park Estates Community Development District

219 East Livingston Street, Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

April 18, 2023

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, April 25, 2023 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/82131226228 Call-In Information: 1-646-876-9923 Meeting ID: 821 3122 6228

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 <u>jburns@gmscfl.com</u>)
- 3. Organizational Matters
 - A. Administration of Oaths of Office to Newly Elected Board Members Appointed at November 1, 2022 Landowners' Meeting (Steve Rosser and Hyzens Marc)
 - B. Consideration of Resolution 2023-01 Canvassing and Certifying the Results of the Landowners' Election
 - C. Election of Officers
 - D. Consideration of Resolution 2023-02 Electing Officers
- 4. Approval of Minutes of the October 25, 2022 Board of Supervisors Meeting and the November 1, 2022 Landowners' Meeting
- 5. Consideration of Resolution 2023-03 Approving the Proposed Fiscal Year 2023/2024 Budget (Suggested Date: July 25, 2023), Declaring Special Assessments, and Setting the Public Hearings on the Adoption of the Fiscal Year 2023/2024 Budget and the Imposition of Operations and Maintenance Assessments
- 6. Consideration of Resolution 2023-04 Authorizing Bank Account Signatories
- 7. Consideration of Arbitrage Rebate Reports

¹ Comments will be limited to three (3) minutes

- A. Series 2020 Assessment Area 1 Project
- B. Series 2020 Assessment Area 2-2020 Project
- 8. Ratification of Agreements with Florida Wall Concepts
 - A. Phase 2
 - B. Phase 3
- 9. Ratification of Contract Agreement with Polk County Property Appraiser
- 10. Ratification of 2023 Data Sharing and Usage Agreement with Polk County Property Appraiser
- 11. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Proposal for Amenity Rear Gate Camera from Current Demands (*to be provided under separate cover*)
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
 - iii. Ratification of Change Order Request #6 and #7 for Tucker Paving
- 12. Other Business
- 13. Supervisors Requests and Audience Comments
- 14. CLOSED Board Security Discussion
- 15. Adjournment

SECTION III

SECTION B

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNER'S ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR 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 entirely within the City of Haines City, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting, the Minutes of which are attached hereto as Exhibit A, was held on November 1, 2022, immediately prior to the meeting of the District's Board of Supervisors, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desires to canvas the votes and declare and certify the results of said election.

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

SECTION 1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

Steve Rosser	Seat 3	Votes	81
Allan Keen	Seat 4	Votes	81
Hyzens Marc	Seat 5	Votes	80

SECTION 2. In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisor, the above-named persons are declared to have been elected for the following terms of office:

Steve Rosser	4 Year Term
Allan Keen	4 Year Term
Hyzens Marc	2 Year Term

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

[Signature page for Resolution 2023-01]

PASSED AND ADOPTED this 25th day of April 2023.

ATTEST:

CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Minutes of Landowner Meeting and Election

SECTION D

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Cypress Park Estates Community Development District (hereinafter the "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, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") desires to elect the Officers of the District.

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

SECTION 1. The following persons are elected to the offices shown:

Chairperson		
Vice Chairperson		
Secretary	Jill Burns	
Assistant Secretary		
Assistant Secretary		
Assistant Secretary		
Assistant Secretary	George Flint	
Assistant Secretary		
Treasurer	George Flint	
Assistant Treasurer	Katie Costa	
SECTION 2. This Resolution sha	Ill become effective immediately u	pon its adoption.

PASSED AND ADOPTED this 25th day of April 2023.

ATTEST:

CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

MINUTES OF MEETING CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Cypress Park Estates Community Development District was held **Tuesday**, **October 25**, **2022** at 11:00 a.m. via Zoom.

Present and constituting a quorum:

Scott Shapiro by Zoom McKinzie Terrill by Zoom Steve Rosser by Zoom Hyzens Marc by Zoom Allan Keen by Zoom

Also present were:

Jill Burns Jennifer Kilinski Grace Kobitter Marshall Tindall Rodney Gadd Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary

Roll Call

District Manager, GMS District Counsel, KVW Law District Counsel, KVW Law Field Manager, GMS District Engineer, Gadd Engineering

FIRST ORDER OF BUSINESS

Ms. Burns called the meeting to order and called the roll. Five Board members were present constituting a quorum. She added that the meeting was taking place via Zoom due to the hurricane.

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSNESS

Approval of the Minutes of the August 23, 2022 Board of Supervisors Meeting

Ms. Burns asked for any questions, comments, corrections to the August 23, 2022 Board of Supervisors meeting minutes. The Board had no changes.

On MOTION by Mr. Terrill, seconded by Mr. Shapiro, with all in favor, the Minutes of the August 23, 2022 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS Presentation of Field Conveyance Report

Mr. Tindall presented the Field Conveyance Report, noting that sod needed to be repaired in several areas in Tract C, as well as grating, and sod repair along the fence in Tract E. He added that the most significant repair needed to occur at the Tract D slope at the bank adjacent to the small ranch property. He also stated that there was a hole in a grate in Tract D as well that needed to be replaced. The Board discussed options to complete the grating portion.

FIFTH ORDER OF BUSINESS

Consideration of Phase 1 Conveyance Documents

Ms. Burns presented the conveyance documents, asking that they be approved in substantial form pending the list of items presented by Mr. Tindall to be completed.

On MOTION by Mr. Shapiro, seconded by Mr. Marc, with all in favor, Phase 1 Conveyance Documents, were approved in substantial form.

SIXTH ORDER OF BUSINESS

Consideration of Engagement Letter for Fiscal Year 2022 Audit Services with Grau & Associates

Ms. Burns presented the engagement letter for Fiscal Year 2022 audit services with Grau & Associates, noting that the Board had previously gone through the process to engage an auditor and had selected Grau in the process. She added that it was a renewal, and that there was a price increase due to a second series of bonds that was issued for a total not-to-exceed amount of \$7,000.

On MOTION by Mr. Shapiro, seconded by Mr. Keen, with all in favor, the Engagement Letter for Fiscal Year 2022 Audit Services with Grau & Associates, was approved.

SEVENTH ORDER OF BUSINESS

Ratification of Fiscal Year 2023 Developer Funding Agreement

Ms. Burns stated that the Board had decided to limit the number of O&M assessments that would be placed on the platted lots. She added that the agreement came in place for the difference of the amount in the budget and the amount that was capped on the platted lot. She noted that the agreement was with KRPC East Johnson, LLC. She asked for a motion to ratify.

On MOTION by Mr. Shapiro, seconded by Mr. Terrill, with all in favor, the Fiscal Year 2023 Developer Funding Agreement, was ratified.

EIGHTH ORDER OF BUSINESS

Ratification of Government Leasing Playground Lease Assignment Agreement

Ms. Burns stated that the District has received a letter from the Government Leasing Agency stating that it was being assigned from their current back to First State Bank Livingston, LLC. She asked for a motion to ratify.

On MOTION by Mr. Shapiro, seconded by Mr. Terrill, with all in favor, the Government Leasing Playground Lease Assignment Agreement, was ratified.

Staff Reports

NINTH ORDER OF BUSINESS

A. Attorney

Ms. Kobitter had nothing further for the Board.

B. Engineer

There being none, the next item followed.

C. Field Manager's Report

Update Regarding Hurricane Damage and Clean-Up

Mr. Tindall reviewed the Field Manager's Report, noting that prior to the hurricane, they reviewed the site and prepared for the storm. He added that the District barely had any damage, aside from vinyl fence that needed to be replaced. He also stated that everything seemed to be accounted for and seemed to be stable. A few items aside from infrastructure were damaged, including a key card controller that has since been replaced. He added that they put up new signs regarding dog park policies at the dog parks. He also notified the Board of the vandalization of a pool gate that was replaced as well.

i. Consideration of Proposal for Rear Gate Camera/Keypad from Current Demands (to be provided under separate cover)

Mr. Tindall presented the proposal for a rear gate camera and keypad from Current Demands for a total of \$3,125.97. He noted that it would entail adding a keypad to the back and the front gates, and that it would hopefully reduce the amount of people hopping over or damaging the gate.

The Board decided to have Mr. Tindall to bring back a quote that just included a camera install to the next meeting, and they would make a final decision then.

D. District Manager's Report i. Approval of Check Register

Ms. Burns presented the check register through October 17th, 2022 to the Board, which was included in the agenda package. She noted the total was \$50,414.36.

On MOTION by Mr. Shapiro, second by Mr. Marc, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns noted that the financial statements through September 30, 2022 were included in the agenda package for review and there was no action required.

TENTH ORDER OF BUSINESS Other Business

Ms. Burns noted that the regular meeting location at the Lake Alfred Library would, starting in October, have a fee for room rental for \$25. The Board confirmed that they would still use the location.

ELEVENTH ORDER OF BUSINESS Supervisors Requests and Audience Comments

There being none, the next item was followed.

TWELFTH ORDER OF BUSINESS

Ms. Burns asked for a motion to adjourn.

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

Adjournment

Secretary/Assistant Secretary

Chairman/Vice Chairman

MINUTES OF MEETING CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT

The Landowners' meeting and election of the Board of Supervisors of the Cypress Park Estates Community Development District was held **Tuesday**, **November 1, 2022** at 11:35 a.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida.

Present were:

Steve RosserKRPC East Johnson, LLCTricia AdamsGMSGrace KobitterKVW Law

FIRST ORDER OF BUSINESS

Determination of Number of Voting Units Represented

Ms. Adams noted that they had determined the number of voting units represented.

SECOND ORDER OF BUSINESS

Call to Order

Ms. Adams called the meeting to order.

THIRD ORDER OF BUSINESSElection of Chairman for the Purpose of
Conducting the Landowners' Meeting

Ms. Adams was elected as Chairperson to conduct the Landowners' meeting.

FOURTH ORDER OF BUSINESS Nominations for the Position of Supervisor Ms. Adams asked for any nominations for the position of Supervisor. The nominations

were Steve Rosser, Allan Keen, and Hyzens Marc.

FIFTH ORDER OF BUSINESS Casting of Ballots

The ballot was filled out as follows; Steve Rosser with 81 votes, Allan Keen with 81 votes, and Hyzens Marc with 80 votes.

SIXTH ORDER OF BUSINESS Ballot Tabulation

Ms. Adams noted that Steve Rosser and Allan Keen will serve four-year terms, and Hyzens

Marc will serve a two-year term.

SEVENTH ORDER OF BUSINESS Landowner's Questions and Comments

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS Adjournment

Ms. Adams adjourned the meeting.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2023/2024; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Cypress Park Estates Community Development District ("District") prior to June 15, 2023, proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, "Services") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("Assessments"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "District's Office," located at Governmental Management Services-CF, LLC – 219 East Livingston Street, Orlando, Florida 32801. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments pursuant to a bill issued by the District in November of 2023, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE:	Tuesday, July 25, 2023
HOUR:	11:00 a.m.
LOCATION:	Lake Alfred Public Library 245 N. Seminole Ave. Lake Alfred, FL 33850

4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Haines City and Polk County at least 60 days prior to the hearing set above.

5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 3, and shall remain on the website for at least 45 days.

6. PUBLICATION OF NOTICE. The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Polk County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

7. 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.

8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 25TH DAY OF APRIL 2023.

ATTEST:

CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT

Secretary

By:_____ Its:

Cypress Park Estates Community Development District

Proposed Budget FY 2024



Table of Contents

1-2	General Fund
3-7	General Fund Narrative
8	Debt Service Fun Series 2020A1
9-10	Amortization Schedule Series 2020A1
11	Debt Service Fund Series 2020A2
12-13	Amortization Schedule Series 2020A2
14	Debt Service Fund Series 2022
15-16	Amortization Schedule Series 2022
17	Capital Reserve Fund

Community Development District

Proposed Budget

General Fund

Description		Adopted Budget FY2023		Actuals Thru 3/31/23		Projected Next 6 Months		Projected Thru 9/30/23	Proposed Budget FY2024		
Revenues											
Assessments - On Roll	\$	337,451	\$	301,479	\$	35,972	\$	337,451	\$	670,135	
Assessments - Direct Bill	\$	13,811	\$	10,358	\$	3,453	\$	13,811	\$	-	
Developer Contributions Unplatted	\$	107,683	\$	-	\$	-	\$	-	\$	-	
Total Revenues	\$	458,945	\$	311,837	\$	39,424	\$	351,262	\$	670,135	
Expenditures											
Administrative											
Supervisor Fees	\$	10,000	\$	600	\$	3,600	\$	4,200	\$	10,000	
Engineer Fees	\$	10,000	\$	-	\$	5,000	\$	5,000	\$	10,000	
Attorney Fees	\$	25,000	\$	1,980	\$	12,500	\$	14,480	\$	25,000	
Annual Audit	\$	6,000	\$	-	\$	7,000	\$	7,000	\$	7,500	
Assessment Adminstration	\$	5,000	\$	5,000	\$	-	\$	5,000	\$	5,300	
Dissemination	\$	8,000	\$	3,000	\$	3,000	\$	6,000	\$	7,000	
Arbitrage	\$	1,800	\$	900	\$	450	\$	1,350	\$	1,350	
Trustee Fees	\$	16,160	\$	6,734	\$	5,386	\$	12,120	\$	12,120	
Management Fees	\$	37,853	\$	18,927	\$	18,927	\$	37,853	\$	40,124	
Information Technology	\$	1,800	\$	900	\$	900	\$	1,800	\$	1,800	
Website Maintenance	\$	1,200	\$	600	\$	600	\$	1,200	\$	1,200	
Postage & Delivery	\$	500	\$	362	\$	250	\$	612	\$	500	
Insurance	\$	5,822	\$	5,988	\$	-	\$	5,988	\$	6,886	
Copies	\$	350	\$	-	\$	30	\$	30	\$	100	
Legal Advertising	\$	10,000	\$	939	\$	5,000	\$	5,939	\$	5,000	
Other Current Charges	\$	2,700	\$	269	\$	240	\$	509	\$	1,000	
Office Supplies	\$	350	\$	10	\$	10	\$	20	\$	50	
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	-	\$	175	\$	175	
Total Administrative	\$	142,710	\$	46,384	\$	62,893	\$	109,276	\$	135,105	

Community Development District

Proposed Budget

General Fund

			Adopted Budget		Actuals Thru	l	Projected Next		Projected Thru]	Proposed Budget	
Description			FY2023		3/31/23	(6 Months		9/30/23		FY2024	
Operations & Maintenance												
Field Expenditures												
Property Insurance		\$	5,000	\$	8,695	\$	-	\$	8,695	\$	13,043	
Field Management		\$	15,750	\$	7,875	\$	7,875	\$	15,750	\$	16,695	
Landscape Maintenance		\$	80,000	\$	20,205	\$	20,205	\$	40,410	\$	116,000	
Landscape Replacement		\$	15,000	\$	-	\$	7,500	\$	7,500	\$	16,500	
Streetlights		\$	16,764	\$	7,528	\$	7,800	\$	15,328	\$	35,000	
Electric		\$	6,600	\$	4,367	\$	2,700	\$	7,067	\$	11,880	
Water & Sewer		\$	25,185	\$	4,459	\$	4,500	\$	8,959	\$	19,800	
Sidewalk & Asphalt Maintenance		\$	2,500	\$	-	\$	1,250	\$	1,250	\$	2,500	
Irrigation Repairs		\$	7,500	\$	917	\$	1,800	\$	2,717	\$	7,500	
Fountain Maintenance		\$	-	\$	-	\$	-	\$	-	\$	1,800	
General Repairs & Maintenance		\$	15,000	\$	1,715	\$	2,500	\$	4,215	\$	15,000	
Contingency		\$	7,500	\$	500	\$	3,750	\$	4,250	\$	7,500	
Subtotal Field Expenditures		\$	196,799	\$	56,262	\$	59,880	\$	116,142	\$	263,218	
Amenity Expenditures												
Amenity - Electric		\$	12.540	\$	8,537	\$	10,200	\$	18.737	\$	22,440	
Amenity - Water		э \$	3,696	э \$	6,537 5,170	э \$	5,160	э \$	10,737	э \$	22,440 11,352	
•		 Տ	23,500	.⊅ \$	11,493	.⊅ \$	11,493	.⊅ \$	22,985	.⊅ \$	37,000	
Playground Lease Internet		э \$	23,500	э \$	365	э \$	438	э \$	22,965	э \$	2,500	
Pest Control			2,500	э \$	936	э \$	430 240	э \$		э \$	2,500	
		\$ \$	6,600	э \$	3,275	э \$	4,725	э \$	1,176 8,000	э \$	12,300	
Janitorial Service Security Services		э \$	34,000	э \$	3,756	э \$	4,725	э \$	7,756	э \$	12,500 27,500	
Pool Maintenance		э \$	34,000 18,000	э \$	5,750 9,250	э \$	4,000 9,000	э \$	18,250	э \$	27,500 19,800	
		э \$	5,000	э \$	9,230 2,500	э \$	9,000 2,500	э \$	5,000	э \$	6,000	
Amenity Access Management			5,000	э \$	2,500 1,451	э \$	2,500	э \$	3,451	э \$	10,000	
Amenity Repairs & Maintenance Contingency		\$ \$	3,000 3,000	э \$	1,431 1,782	э \$	2,000 2,900	э \$	3,431 4,682	э \$	7,500	
Subtotal Amenity Expenditures		\$	114,436	\$	48,515	\$	52,656	\$	101,171	\$	156,920	
Total Operations & Maintenance		\$	311,235	\$	104,777	\$	112,536	\$	217,313	\$	420,138	
<u>Other Expenses</u>												
Capital Reserves		\$	5,000	\$	-	\$	5,000	\$	5,000	\$	114,892	
Total Other Expenditures		\$	5,000	\$	-	\$	5,000	\$	5,000	\$	114,892	
		.		*		<i>~</i>	400 400	*		<i>~</i>		
Total Expenditures		\$	458,945	\$	151,161	\$	180,428	\$	331,589	\$	670,135	
Excess Revenues/(Expenditures)		\$	-	\$	160,676	\$	(141,004)	\$	19,672	\$	-	
						Net 4	Assessments				\$670,135	
							Discounts & Coll	ectio	ons 7%		\$50,440	
							s Assessments				\$720,575	
Product	ERU's	Ass	essable Units		ERU/Unit	Ne	et Assessment		Net Per Unit	G	ross Per Unit	
Phase 1	354.00	00	354		1.00	\$337,451			\$953	\$1,025		
Phase 2	178.00		178		1.00		\$169,679		\$953		\$1,025	
Phase 3	Phase 3 171.00		171		1.00		\$163,006		\$953	\$1,025		

\$670,135

703

REVENUES:

<u>Assessments</u>

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.

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.

<u>Engineer Fees</u>

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.

<u>Attorney Fees</u>

The District's legal counsel, Kilinski | Van Wyk, PLLC, 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.

<u>Annual Audit</u>

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 A1, 2020 A2 and 2022. Governmental Management Services-Central Florida, LLC, provides these services.

<u>Arbitrage</u>

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its Series 2020 A1, 2020 A2 and 2022 bonds.

Trustee Fees

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

<u>Management Fees</u>

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 various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc. Governmental Management Services-Central Florida, LLC, provides these services.

<u>Website Maintenance</u>

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.

<u>Insurance</u>

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.

<u>Copies</u>

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

<u>Legal Advertising</u>

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

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 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 Prince & Sons, Inc. 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.

<u>Streetlights</u>

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

<u>Electric</u>

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.

<u>Fountain Maintenance</u>

Represents the cost of maintaining and repairing the fountain at the entrance.

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

<u>Contingency</u>

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

Amenity Expenditures

<u> Amenity - Electric</u>

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

<u> Amenity – Water</u>

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.

<u>Internet</u>

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

Pest Control

The District is contracted with Massey Services, Inc. for pest control treatments to its amenity facilities.

Janitorial Services

Represents the estimated costs to provide janitorial services weekly and supplies for the District's amenity facilities. The district is contracted with CSS Clean Star Services of Central Florida.

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. These services are provided by Resort Pool Services.

Amenity Access Management

Represents the cost of managing access to the District's amenity facilities.

Amenity Repairs & Maintenance

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

<u>Contingency</u>

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.

Community Development District

Proposed Budget Debt Service Fund Series 2020 A-1

Description		Adopted Budget FY2023		Actuals Thru 3/31/23		Projected Next 6 Months		Projected Thru 9/30/23	Proposed Budget FY2024		
Revenues											
Special Assessments - 2020 A1	\$	442,500	\$	395,331	\$	47,169	\$	442,500	\$	442,500	
Interest Income	\$	-	\$	8,024	\$	2,675	\$	10,699	\$	-	
Carry Forward Surplus	\$	147,086	\$	364,810	\$	-	\$	364,810	\$	152,990	
Total Revenues	\$	589,586	\$	768,165	\$	49,843	\$	818,008	\$	595,490	
Expenditures											
Series 2020A-1											
Interest - 11/1	\$	144,384	\$	144,384	\$	-	\$	144,384	\$	142,350	
Principal - 5/1	\$	155,000	\$	-	\$	155,000	\$	155,000	\$	155,000	
Interest - 5/1	\$	144,384	\$	-	\$	144,384	\$	144,384	\$	142,350	
Total Expenditures	\$	443,769	\$	144,384	\$	299,384	\$	443,769	\$	439,700	
Other Financing Sources/(Uses)											
Transfer In (Out)	\$	-	\$	(221,250)	\$	-	\$	(221,250)	\$	-	
Total Other Financing Sources/(Uses)	\$	-	\$	(221,250)	\$	-	\$	(221,250)	\$	-	
Excess Revenues/(Expenditures)	\$	145,818	\$	402,531	\$	(249,541)	\$	152,990	\$	155,790	
*Carry forward less amount in Reserve funds.							Se	eries 2020 A-1			
								ncipal - 11/1/24 Total		\$140,316 \$140,316	
Product			A	ssessable Units		aximum Annual Debt Service	Ne	t Assessment Per Unit	Gr	oss Assessment Per Unit	

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		

Community Development District

Series 2020 Special Assessment Bonds Area 1

Amortization Schedule

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
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

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)\$	13,197,140.6

Community Development District

Proposed Budget Debt Service Fund Series 2020 A-2

Description	Adopted Budget FY2023		Actuals Thru 3/31/23	rojected Next Months	Projected Thru 9/30/23			Proposed Budget FY2024		
Revenues										
Special Assessments - 2020 A2	\$ 71,200	\$	-	\$ 71,200	\$	71,200	\$	71,200		
Interest Income	\$ -	\$	1,192	\$ 397	\$	1,590	\$	-		
Carry Forward Surplus	\$ 27,206	\$	23,555	\$ -	\$	23,555	\$	28,988		
Total Revenues	\$ 98,406	\$	24,747	\$ 71,597	\$	96,344	\$	100,188		
<u>Expenditures</u>										
Series 2018A-2										
Interest- 11/1	\$ 23,678	\$	23,678	\$ -	\$	23,678	\$	23,278		
Principal - 5/1	\$ 20,000	\$	-	\$ 20,000	\$	20,000	\$	20,000		
Interest - 5/1	\$ 23,678	\$	-	\$ 23,678	\$	23,678	\$	23,278		
Total Expenditures	\$ 67,356	\$	23,678	\$ 43,678	\$	67,356	\$	66,556		
Excess Revenues/(Expenditures)	\$ 31,049	\$	1,069	\$ 27,919	\$	28,988	\$	33,632		
*Carry forward less amount in Reserve funds.					<u>Series 2020 A-2</u> Interest - 11/1/24 Total			\$22,878 \$22,878		
Product		A	ssessable Units	kimum Annual ebt Service	Net	Assessment Per Unit	Gro	ss Assessment Per Unit		
Single Family Phase 2			178	\$71,200		\$400		\$430		

178

\$71,200

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

DATE	BALANCE		PRINCIPAL		INTEREST		TOTAL
	01111100						
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

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
		\$ 1,145,000.00	\$ 799,281.25	\$ 1,987,959.38

Community Development District

Proposed Budget Debt Service Fund Series 2022

Description	Adopted Budget FY2023		Actuals Thru 3/31/23		Projected Next 6 Months		Projected Thru 9/30/23		Proposed Budget FY2024	
<u>Revenues</u>										
Special Assessments	\$	511,731	\$	-	\$	511,731	\$	511,731	\$	511,731
Interest Income	\$	-	\$	8,352	\$	-	\$	8,352	\$	-
Carry Forward Surplus	\$	148,346	\$	149,746	\$	-	\$	149,746	\$	207,304
Total Revenues	\$	660,077	\$	158,098	\$	511,731	\$	669,829	\$	719,035
Expenditures										
Series 2022										
Interest- 11/1	\$	148,122	\$	148,122	\$	-	\$	148,122	\$	193,419
Principal - 5/1	\$	120,000	\$	-	\$	120,000	\$	120,000	\$	125,000
Interest - 5/1	\$	196,044	\$	-	\$	196,044	\$	196,044	\$	193,419
Total Expenditures	\$	464,166	\$	148,122	\$	316,044	\$	464,166	\$	511,838
Other Financing Sources/(Uses)										
Bonds Proceed	\$	-	\$	1,641	\$	-	\$	1,641	\$	-
Total Other Financing Sources/(Uses)	\$	-	\$	1,641	\$	-	\$	1,641	\$	-
Excess Revenues/(Expenditures)	\$	195,912	\$	11,617	\$	195,687	\$	207,304	\$	207,198

*Carry forward less amount in Reserve funds.

Series 2022	
Interest - 11/1/24	\$190,684
Total	\$190,684

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		

Community Development District Series 2022 Special Assessment Bonds Amortization Schedule

DATE	 BALANCE	 PRINCIPAL	 INTEREST		TOTAL
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	<i>.</i> +-	
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
05/01/48	\$ 2,245,000.00	\$ 405,000.00	\$ 57,528.13	<i>.</i>	
11/01/48	\$ 1,840,000.00	\$ -	\$ 47,150.00	\$	509,678.13

Community Development District Series 2022 Special Assessment Bonds Amortization Schedule

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
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
		\$ 7,745,000.00	\$ 7,218,768.75	\$ 15,279,812.50

Community Development District

Proposed Budget Capital Reserve Fund

Description	Proposed Budget FY2023		Actuals Thru 3/31/23		Projected Next 6 Months		Projected Thru 9/30/23		Proposed Budget FY2024	
<u>Revenues</u>										
Carry Forward Surplus	\$	-	\$	-	\$	-	\$	-	\$	5,000
Total Revenues	\$	-	\$	-	\$	-	\$	-	\$	5,000
Expenditures										
Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-	\$	-
Other Financing Sources/(Uses)										
Transfer In	\$	5,000	\$	-	\$	5,000	\$	5,000	\$	114,892
Total Other Financing Sources/(Uses)	\$	5,000	\$	-	\$	5,000	\$	5,000	\$	114,892
Excess Revenues/(Expenditures)	\$	5,000	\$	-	\$	5,000	\$	5,000	\$	119,892

SECTION VI

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT APPOINTING THE DISTRICT'S APPOINTED TREASURER, ASSISTANT TREASURER, AND SECRETARY OF THE DISTRICT AS SIGNORS ON THE DISTRICT'S LOCAL BANK ACCOUNT AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District's Board of Supervisors desires to appoint the District's appointed Treasurer, Assistant Treasurer, and Secretary as signors on the District's local bank account.

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

SECTION 1. The District's appointed Treasurer, Assistant Treasurer, and Secretary shall be appointed as signors on the District's local bank account.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 25th day of April 2023.

ATTEST:

CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION VII

SECTION A

REBATE REPORT \$7,770,000

Cypress Park Estates Community Development Authority

(City of Haines City, Florida)

Special Asessment Bonds, Series 2020

(Assessment Area 1 Project)

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

Rebate Report to the Computation Date November 12, 2025 Reflecting Activity To October 31, 2022



TABLE OF CONTENTS

AMTEC Opinion	3
Summary of Rebate Computations	4
Summary of Computational Information and Definitions	5
Methodology	7
Sources and Uses	8
Proof of Arbitrage Yield	9
Bond Debt Service	11
Arbitrage Rebate Calculation Detail Report – Acquisition and Construction Account	13
Arbitrage Rebate Calculation Detail Report – Reserve Account	15
Arbitrage Rebate Calculation Detail Report – Interest Account	16
Arbitrage Rebate Calculation Detail Report – Rebate Computation Credit	17



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

www.amteccorp.com

November 18, 2022

Cypress Park Estates Community Development District c/o Ms. Katie Costa Director of Operations – Accounting Division Government Management Services – CF, LLC 6200 Lee Vista Blvd, Suite 300 Orlando, FL 32822

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

Dear Ms. Costa:

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

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

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

We have scheduled our next Report as of October 31, 2023. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo Senior Vice President

SUMMARY OF REBATE COMPUTATIONS

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

For the November 12, 2025 Computation Date Reflecting Activity from November 12, 2020 through October 31, 2022

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition and Construction Account	0.005733%	141.37	(116,542.37)
Reserve Account	0.380343%	3,322.17	(36,322.34)
Interest Account	0.005981%	12.41	(9,759.37)
Totals	0.097949%	\$3,475.95	\$(162,624.08)
Bond Yield	3.971132%		,
Rebate Computation Credit			(2,083.19)
	\$(164,707.27)		

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

- 1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from November 12, 2020, the date of the closing, to October 31, 2022, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of November 12, 2025.
- 2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
- 3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
- 4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
- 5. During the period between November 12, 2020 and October 31, 2022, the District made periodic payments into the Revenue Account, Interest Account and Sinking Account (collectively, the Debt Service Fund) that were used, along with the interest earned, to provide the required debt service payments.

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

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

DEFINITIONS

6. Computation Date

November 12, 2025.

7. Computation Period

The period beginning on November 12, 2020, the date of the closing, and ending on October 31, 2022.

8. Bond Year

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

9. Bond Yield

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

10. Taxable Investment Yield

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

11. Issue Price

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

12. Rebatable Arbitrage

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

13. Funds and Accounts

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

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

METHODOLOGY

Bond Yield

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

Investment Yield and Rebate Amount

The methodology used to calculate the Rebatable Arbitrage, as of October 31, 2022, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to November 12, 2025. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on November 12, 2025, is the Rebatable Arbitrage.

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

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

Uses	of Funds
USUS	UI I UIIUS

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

PROOF OF ARBITRAGE YIELD

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

		Present Value
Date	Debt Service	to 11/12/2020 @ 3.9711315114%
05/01/2021	137,409.32	134,896.07
11/01/2021	146,353.13	140,879.05
05/01/2022	296,353.13	279,714.64
11/01/2022	144,384.38	133,624.84
05/01/2023	299,384.38	271,679.83
11/01/2023	142,350.00	126,662.20
05/01/2024	297,350.00	259,429.16
11/01/2024	140,315.63	120,037.84
05/01/2025	300,315.63	251,913.45
11/01/2025	138,215.63	113,682.04
05/01/2026	303,215.63	244,538.70
11/01/2026	135,534.38	107,178.28
05/01/2027	305,534.38	236,907.43
11/01/2027	132,771.88	100,945.27
05/01/2028	307,771.88	229,440.51
11/01/2028	129,928.13	94,974.20
05/01/2029	314,928.13	225,722.68
11/01/2029	126,921.88	89,199.32
05/01/2030	316,921.88	218,392.92
11/01/2030 05/01/2031	123,834.38	83,673.68
11/01/2031	318,834.38 120,056.25	211,238.98 77,992.88
05/01/2032	325,056.25	207,057.05
11/01/2032	116,084.38	72,504.77
05/01/2033	326,084.38	199,702.76
11/01/2033	112,015.63	67,265.75
05/01/2034	332,015.63	195,494.79
11/01/2034	107,753.13	62,211.09
05/01/2035	337,753.13	191,204.72
11/01/2035	103,296.88	57,338.69
05/01/2036	343,296.88	186,849.39
11/01/2036	98,646.88	52,646.13
05/01/2037	343,646.88	179,827.79
11/01/2037	93,900.00	48,180.50
05/01/2038	348,900.00	175,536.71
11/01/2038	88,959.38	43,885.40
05/01/2039	353,959.38	171,215.46
11/01/2039	83,825.00	39,757.99
05/01/2040	363,825.00	169,201.68
11/01/2040 05/01/2041	78,400.00	35,751.11
11/01/2041	368,400.00 72,600.00	164,723.04 31,829.71
05/01/2042	372,600.00	160,177.00
11/01/2042	66,600.00	28,073.26
05/01/2043	381,600.00	157,720.54
11/01/2043	60,300.00	24,437.60
05/01/2044	385,300.00	153,109.27
11/01/2044	53,800.00	20,962.64
05/01/2045	393,800.00	150,452.97
11/01/2045	47,000.00	17,606.95
05/01/2046	402,000.00	147,663.68
11/01/2046	39,900.00	14,370.83
05/01/2047	404,900.00	142,994.06
11/01/2047 05/01/2048	32,600.00	11,288.83
11/01/2048	417,600.00 24,900.00	141,792.51 8,289.98
05/01/2049	424,900.00	138,708.19
00/01/2019	12 1,900.00	156,700.17

PROOF OF ARBITRAGE YIELD

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

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

Proceeds Summary

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

BOND DEBT SERVICE

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

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/12/2020					
05/01/2021			137,409.32	137,409.32	137,409.32
11/01/2021			146,353.13	146,353.13	
05/01/2022	150,000	2.625%	146,353.13	296,353.13	442,706.26
11/01/2022			144,384.38	144,384.38	
05/01/2023	155,000	2.625%	144,384.38	299,384.38	443,768.76
11/01/2023			142,350.00	142,350.00	
05/01/2024	155,000	2.625%	142,350.00	297,350.00	439,700.00
11/01/2024			140,315.63	140,315.63	
05/01/2025	160,000	2.625%	140,315.63	300,315.63	440,631.26
11/01/2025			138,215.63	138,215.63	
05/01/2026	165,000	3.250%	138,215.63	303,215.63	441,431.26
11/01/2026			135,534.38	135,534.38	
05/01/2027	170,000	3.250%	135,534.38	305,534.38	441,068.76
11/01/2027			132,771.88	132,771.88	
05/01/2028	175,000	3.250%	132,771.88	307,771.88	440,543.76
11/01/2028			129,928.13	129,928.13	
05/01/2029	185,000	3.250%	129,928.13	314,928.13	444,856.26
11/01/2029			126,921.88	126,921.88	
05/01/2030	190,000	3.250%	126,921.88	316,921.88	443,843.76
11/01/2030			123,834.38	123,834.38	
05/01/2031	195,000	3.875%	123,834.38	318,834.38	442,668.76
11/01/2031			120,056.25	120,056.25	
05/01/2032	205,000	3.875%	120,056.25	325,056.25	445,112.50
11/01/2032			116,084.38	116,084.38	
05/01/2033	210,000	3.875%	116,084.38	326,084.38	442,168.76
11/01/2033			112,015.63	112,015.63	
05/01/2034	220,000	3.875%	112,015.63	332,015.63	444,031.26
11/01/2034			107,753.13	107,753.13	
05/01/2035	230,000	3.875%	107,753.13	337,753.13	445,506.26
11/01/2035			103,296.88	103,296.88	
05/01/2036	240,000	3.875%	103,296.88	343,296.88	446,593.76
11/01/2036	0.45.000	2.07.59/	98,646.88	98,646.88	112 202 56
05/01/2037	245,000	3.875%	98,646.88	343,646.88	442,293.76
11/01/2037	255 000	2.0750/	93,900.00	93,900.00	442 800 00
05/01/2038 11/01/2038	255,000	3.875%	93,900.00	348,900.00	442,800.00
	265.000	2 9750/	88,959.38	88,959.38	442 018 76
05/01/2039 11/01/2039	265,000	3.875%	88,959.38 83,825.00	353,959.38 83,825.00	442,918.76
05/01/2040	280,000	3.875%	83,825.00	363,825.00	447,650.00
11/01/2040	280,000	5.87570	78,400.00	78,400.00	447,050.00
05/01/2041	290,000	4.000%	78,400.00	368,400.00	446,800.00
11/01/2041	290,000	4.00070	72,600.00	72,600.00	440,000.00
05/01/2042	300,000	4.000%	72,600.00	372,600.00	445,200.00
11/01/2042	200,000	100070	66,600.00	66,600.00	110,200100
05/01/2043	315,000	4.000%	66,600.00	381,600.00	448,200.00
11/01/2043	515,000	100070	60,300.00	60,300.00	110,200100
05/01/2044	325,000	4.000%	60,300.00	385,300.00	445,600.00
11/01/2044			53,800.00	53,800.00	,
05/01/2045	340,000	4.000%	53,800.00	393,800.00	447,600.00
11/01/2045	/		47,000.00	47.000.00	.,
05/01/2046	355,000	4.000%	47,000.00	402,000.00	449,000.00
11/01/2046	- ,		39,900.00	39,900.00	
05/01/2047	365,000	4.000%	39,900.00	404,900.00	444,800.00
11/01/2047	*		32,600.00	32,600.00	
05/01/2048	385,000	4.000%	32,600.00	417,600.00	450,200.00
11/01/2048			24,900.00	24,900.00	
05/01/2049	400,000	4.000%	24,900.00	424,900.00	449,800.00

BOND DEBT SERVICE

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

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

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

ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.971132%)
11/12/20 11/13/20 11/13/20 12/07/20 12/15/20 12/15/20 12/15/20 12/15/20 12/15/20 12/21/20 12/22/20 12/22/20 12/24/20 12/30/20 12/30/20 12/30/20 12/30/20 12/30/20 01/08/21 01/12/21 01/12/21 01/29/21 01/29/21 02/10/21 02/10/21 02/10/21 02/10/21 02/25/21 02/25/21 03/02/21 03/02/21 03/10/21 03/10/21 03/10/21 03/16/21 03/16/21 03/26/21 03/26/21	DESCRIPTION Beg Bal	(PAYMENTS) -6,621,762.92 54,592.16 447,756.32 2,871.50 3,832.55 587,987.68 646.80 168,498.27 2,533.75 247,544.33 126,153.00 -101,229.68 34,421.85 -17,910.00 415.00 807.50 1,892.50 355,044.48 -420,819.63 1,585.00 16,312.16 46,944.09 155,053.00 71,340.16 233,800.25 384,769.73 65,751.52 446,169.78 118,913.22 -144,051.56 1,437.50 208,095.95 7,944.00 2,059.47 1,829.70 55,057.20 823.00 -248,264.38 7,115.80 5,858.00	BOND YIELD OF (3.971132%) -8,060,476.61 66,453.43 544,981.03 3,493.87 4,652.53 713,164.79 784.50 204,369.98 3,073.16 300,244.21 153,009.80 -122,700.10 41,718.03 -21,701.53 502.53 977.81 2,291.64 429,549.65 -508,905.15 1,916.56 19,720.14 56,714.60 187,160.67 86,112.96 281,875.67 463,888.40 79,263.09 537,855.15 143,130.17 -173,387.99 1,730.25 250,283.73 9,554.51 2,474.83 2,198.72 66,117.89 988.23 -298,074.22 8,536.00 7,024.09
03/31/21 03/31/21 04/01/21 04/01/21 04/01/21 04/12/21		754,909.87 33,395.48 -46,944.09 2,453.00 46,944.09 852.50	905,181.89 40,043.17 -56,282.61 2,940.97 56,282.61 1,020.86
04/12/21		555.50	665.21

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

ARBITRAGE REBATE CALCULATION DETAIL REPORT

		RECEIPTS	FUTURE VALUE @ BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(3.971132%)
04/12/21		6,295.20	7,538.43
04/23/21		20,606.00	24,645.83
04/23/21		135,304.00	161,830.48
04/23/21		7,020.00	8,396.28
04/27/21		-32,505.28	-38,860.99
05/04/21		146,545.50	175,065.42
05/04/21		825,685.52	986,376.12
05/04/21		31,296.06	37,386.74
05/05/21		3,431.44	4,098.80
05/06/21		13,167.75	15,726.95
05/20/21		615.00	733.41
06/16/21		81,595.80	97,029.39
06/16/21		76,753.60	91,271.31
06/16/21		39,120.07	46,519.51
06/16/21		212,343.60	252,507.74
06/16/21		6,396.46	7,606.33
06/21/21		811.85	964.88
06/21/21		20,227.00	24,039.74
06/21/21		73,765.64	87,670.29
06/21/21		65,733.50	78,124.11
06/25/21		750.00	890.98
06/25/21		23,472.04	27,884.28
06/28/21		-45,822.65	-54,418.49
07/01/21		541.50	642.87
07/06/21		410.00	486.49
07/06/21		136,937.72	162,483.72
07/06/21		452,640.31	537,081.26
07/06/21		2,956.25	3,507.74
07/06/21		76,696.84	91,004.79
07/21/21		1,716.73	2,033.65
07/26/21		12,574.98	14,888.31
08/10/21		49,872.13	58,956.52
08/10/21		60,780.00	71,851.30
08/10/21		130,253.81	153,980.01
08/17/21		156,936.60	185,381.37
01/11/22		101,230.45	117,712.35
	ACF Balance	0.55	0.62
11/12/25	TOTALS:	141.37	-116,542.37
ISSUE DAT		REBATABLE ARBITRAGE: NET INCOME:	-116,542.37 141.37

 COMP DATE:
 11/12/25
 NET INCOME:
 141.37

 BOND YIELD:
 3.971132%
 TAX INV YIELD:
 0.005733%

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

ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.971132%)
11/12/20	Beg Bal	-442,500.00	-538,642.19
12/02/20		1.39	1.69
01/05/21		2.26	2.74
02/02/21		2.25	2.72
03/02/21		2.04	2.45
04/02/21		2.25	2.70
05/04/21		2.19	2.62
06/02/21 07/02/21		2.25 2.18	2.68 2.59
07/02/21		2.18	2.59
08/03/21		2.25	2.60
10/04/21		2.20	2.56
11/02/21		2.25	2.50
12/02/21		2.19	2.56
12/30/21		0.04	0.05
01/04/22		2.25	2.62
02/02/22		2.25	2.61
03/02/22		2.03	2.35
04/04/22		2.27	2.62
05/03/22		2.18	2.50
06/02/22		111.55	127.73
07/05/22		254.72	290.62
08/02/22		444.71	505.89
09/02/22		669.90	759.56
10/04/22		765.26	864.66
	RA Balance	442,500.00	498,556.95
10/31/22	RA Accrual	1,037.07	1,168.45
11/12/25	TOTALS:	3,322.17	-36,322.34
COMP DATE	E: 11/12/20 :: 11/12/25 .D: 3.971132%	REBATABLE ARBITRAGE: NET INCOME: TAX INV YIELD:	-36,322.34 3,322.17 0.380343%

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

ARBITRAGE REBATE CALCULATION DETAIL REPORT

				FUTURE VALUE @
			RECEIPTS	BOND YIELD OF
DATE	DESCRIPTI	ON	(PAYMENTS)	(3.971132%)
11/12/20	Beg Bal		-283,762.45	-345,415.66
12/02/20			0.89	1.08
01/05/21			1.45	1.75
02/02/21			1.44	1.74
03/02/21			1.31	1.58
04/02/21			1.44	1.73
05/03/21			137,409.33	164,169.15
05/04/21			1.40	1.67
06/02/21			0.79	0.94
06/22/21			-394.14	-468.38
07/02/21			0.72	0.85
08/03/21			0.75	0.89
09/02/21			0.75	0.88
10/04/21			0.72	0.85
11/01/21			146,353.13	171,487.91
11/02/21			0.75	0.88
05/02/22			-145,959.00	-167,678.05
05/02/22			146,353.13	168,130.83
11/12/25	TOTALS:		12.41	-9,759.37
ISSUE DAT	TE: 11/12	2/20 REB.	ATABLE ARBITRAGE:	-9,759.37
COMP DATE	E: 11/12	2/25 NET	INCOME:	12.41

00111	DITID.	11/12/20	TITIT	110001111.	12.11
BOND	YIELD:	3.971132%	TAX	INV YIELD:	0.005981%

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

ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.971132%)
11/12/21		-1,780.00	-2,083.19
11/12/25	TOTALS:	-1,780.00	-2,083.19

ISSUE DATE: 11/12/20 REBATABLE ARBITRAGE: -2,083.19 COMP DATE: 11/12/25 BOND YIELD: 3.971132%

SECTION B

REBATE REPORT \$1,185,000

Cypress Park Estates Community Development Authority

(City of Haines City, Florida) Special Asessment Bonds, Series 2020 (Assessment Area 2 – 2020 Project)

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

Rebate Report to the Computation Date November 12, 2025 Reflecting Activity To October 31, 2022



TABLE OF CONTENTS

AMTEC Opinion	3
Summary of Rebate Computations	4
Summary of Computational Information and Definitions	5
Methodology	7
Sources and Uses	8
Proof of Arbitrage Yield	9
Bond Debt Service	11
Arbitrage Rebate Calculation Detail Report – Acquisition and Construction Account	13
Arbitrage Rebate Calculation Detail Report – Reserve Account	14
Arbitrage Rebate Calculation Detail Report – Interest Account	15
Arbitrage Rebate Calculation Detail Report – Rebate Computation Credit	16



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

www.amteccorp.com

November 18, 2022

Cypress Park Estates Community Development District c/o Ms. Katie Costa Director of Operations – Accounting Division Governmental Management Services-CF, LLC 6200 Lee Vista Boulevard Orlando, FL 32822

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

Dear Ms. Costa:

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

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

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

We have scheduled our next Report as of October 31, 2023. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo Senior Vice President

SUMMARY OF REBATE COMPUTATIONS

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

For the November 12, 2025 Computation Date Reflecting Activity from November 12, 2020 through October 31, 2022

Fund	Taxable	Net	Rebatable
Description	Inv Yield	Income	Arbitrage
Acquisition and Construction Account	0.040810%	386.07	(46,142.06)
Reserve Account	0.380335%	534.21	(6,143.31)
Interest Account	0.006006%	2.05	(1,683.14)
Totals	0.082291%	\$922.33	\$(53,968.51)
Bond Yield	4.134312%		
Rebate Computation Credit			(2,096.56)
Net Rebatable Arbitrage			\$(56,065.07)

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

- 1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from November 12, 2020, the date of the closing, to October 31, 2022, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of November 12, 2025.
- 2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
- 3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
- 4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
- 5. During the period between November 12, 2020 and October 31, 2022, the District made periodic payments into the Revenue Account, Interest Account and Sinking Account (collectively, the Debt Service Fund) that were used, along with the interest earned, to provide the required debt service payments.

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

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

DEFINITIONS

6. Computation Date

November 12, 2025.

7. Computation Period

The period beginning on November 12, 2020, the date of the closing, and ending on October 31, 2022.

8. Bond Year

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

9. Bond Yield

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

10. Taxable Investment Yield

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

11. Issue Price

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

12. Rebatable Arbitrage

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

13. Funds and Accounts

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

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

METHODOLOGY

Bond Yield

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

Investment Yield and Rebate Amount

The methodology used to calculate the Rebatable Arbitrage, as of October 31, 2022, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to November 12, 2025. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on November 12, 2025, is the Rebatable Arbitrage.

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

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

Uses	of Funds
USUS	UI I UIIUS

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

PROOF OF ARBITRAGE YIELD

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

		Present Value
Date	Debt Service	to 11/12/2020 @ 4.1343115166%
05/01/2021	22,606.68	22,176.54
11/01/2021	24,078.13	23,141.62
05/01/2022	44,078.13	41,505.74
11/01/2022	23,678.13	21,844.72
05/01/2023	43,678.13	39,479.99
11/01/2023	23,278.13	20,614.61
05/01/2024	43,278.13	37,549.96
11/01/2024	22,878.13	19,448.02
05/01/2025	47,878.13	39,875.50
11/01/2025	22,378.13	18,260.25
05/01/2026	47,378.13	37,876.93
11/01/2026	21,878.13	17,136.46
05/01/2027 11/01/2027	46,878.13	35,974.53
05/01/2028	21,378.13 46,378.13	16,073.43 34,163.79
11/01/2028	20,878.13	15,068.10
05/01/2029	50,878.13	35,975.92
11/01/2029	20,278.13	14,048.27
05/01/2030	50,278.13	34,126.20
11/01/2030	19,678.13	13,085.99
05/01/2031	49,678.13	32,366.97
11/01/2031	19,078.13	12,178.30
05/01/2032	49,078.13	30,693.95
11/01/2032	18,478.13	11,322.35
05/01/2033	48,478.13	29,103.05
11/01/2033	17,878.13	10,515.47
05/01/2034	52,878.13	30,471.71
11/01/2034	17,178.13	9,698.63
05/01/2035 11/01/2035	52,178.13 16,478.13	28,862.71 8,930.39
05/01/2036	51,478.13	27,333.76
11/01/2036	15,778.13	8,208.17
05/01/2037	55,778.13	28,429.46
11/01/2037	14,978.13	7,479.56
05/01/2038	54,978.13	26,898.16
11/01/2038	14,178.13	6,796.19
05/01/2039	54,178.13	25,443.95
11/01/2039	13,378.13	6,155.59
05/01/2040	58,378.13	26,317.14
11/01/2040	12,478.13	5,511.27
05/01/2041	57,478.13	24,872.48
11/01/2041	11,550.00 56,550.00	4,896.80 23,489.68
05/01/2042 11/01/2042	10,621.88	4,322.75
05/01/2043	60,621.88	4,522.75
11/01/2043	9,590.63	3,746.57
05/01/2044	59,590.63	22,807.54
11/01/2044	8,559.38	3,209.64
05/01/2045	63,559.38	23,351.14
11/01/2045	7,425.00	2,672.63
05/01/2046	62,425.00	22,014.81
11/01/2046	6,290.63	2,173.52
05/01/2047	61,290.63	20,748.11
11/01/2047	5,156.25	1,710.14
05/01/2048 11/01/2048	65,156.25	21,172.32
05/01/2049	3,918.75 63,918.75	1,247.60 19,937.40
05/01/2047	03,710.73	17,757.40

PROOF OF ARBITRAGE YIELD

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

Date	Debt Service	Present Value to 11/12/2020 @ 4.1343115166%
11/01/2049	2,681.25	819.39
05/01/2050	67,681.25	20,264,54
11/01/2050	1,340.63	393.27
05/01/2051	66,340.63	19,066.71
	2,102,400.68	1,177,231.80

Proceeds Summary

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

BOND DEBT SERVICE

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

Annua Debt Servic	Debt Service	Interest	Coupon	Principal	Period Ending
					11/12/2020
22,606.6	22,606.68	22,606.68			05/01/2021
	24,078.13	24,078.13			11/01/2021
68,156.2	44,078.13	24,078.13	4.000%	20,000	05/01/2022
	23,678.13	23,678.13			11/01/2022
67,356.2	43,678.13	23,678.13	4.000%	20,000	05/01/2023
	23,278.13	23,278.13			11/01/2023
66,556.2	43,278.13	23,278.13	4.000%	20,000	05/01/2024
	22,878.13	22,878.13			11/01/2024
70,756.2	47,878.13	22,878.13	4.000%	25,000	05/01/2025
	22,378.13	22,378.13			11/01/2025
69,756.2	47,378.13	22,378.13	4.000%	25,000	05/01/2026
	21,878.13	21,878.13			11/01/2026
68,756.2	46,878.13	21,878.13	4.000%	25,000	05/01/2027
	21,378.13	21,378.13			11/01/2027
67,756.2	46,378.13	21,378.13	4.000%	25,000	05/01/2028
	20,878.13	20,878.13			11/01/2028
71,756.2	50,878.13	20,878.13	4.000%	30,000	05/01/2029
	20,278.13	20,278.13			11/01/2029
70,556.2	50,278.13	20,278.13	4.000%	30,000	05/01/2030
	19,678.13	19,678.13			11/01/2030
69,356.2	49,678.13	19,678.13	4.000%	30,000	05/01/2031
	19,078.13	19,078.13			11/01/2031
68,156.2	49,078.13	19,078.13	4.000%	30,000	05/01/2032
	18,478.13	18,478.13			11/01/2032
66,956.2	48,478.13	18,478.13	4.000%	30,000	05/01/2033
	17,878.13	17,878.13			11/01/2033
70,756.2	52,878.13	17,878.13	4.000%	35,000	05/01/2034
	17,178.13	17,178.13			11/01/2034
69,356.2	52,178.13	17,178.13	4.000%	35,000	05/01/2035
	16,478.13	16,478.13			11/01/2035
67,956.2	51,478.13	16,478.13	4.000%	35,000	05/01/2036
	15,778.13	15,778.13			11/01/2036
71,556.2	55,778.13	15,778.13	4.000%	40,000	05/01/2037
	14,978.13	14,978.13			11/01/2037
69,956.2	54,978.13	14,978.13	4.000%	40,000	05/01/2038
	14,178.13	14,178.13			11/01/2038
68,356.2	54,178.13	14,178.13	4.000%	40,000	05/01/2039
	13,378.13	13,378.13			11/01/2039
71,756.2	58,378.13	13,378.13	4.000%	45,000	05/01/2040
	12,478.13	12,478.13			11/01/2040
69,956.2	57,478.13	12,478.13	4.125%	45,000	05/01/2041
	11,550.00	11,550.00			11/01/2041
68,100.0	56,550.00	11,550.00	4.125%	45,000	05/01/2042
	10,621.88	10,621.88			11/01/2042
71,243.7	60,621.88	10,621.88	4.125%	50,000	05/01/2043
	9,590.63	9,590.63			11/01/2043
69,181.2	59,590.63	9,590.63	4.125%	50,000	05/01/2044
	8,559.38	8,559.38			11/01/2044
72,118.7	63,559.38	8,559.38	4.125%	55,000	05/01/2045
	7,425.00	7,425.00			11/01/2045
69,850.0	62,425.00	7,425.00	4.125%	55,000	05/01/2046
	6,290.63	6,290.63			11/01/2046
67,581.2	61,290.63	6,290.63	4.125%	55,000	05/01/2047
	5,156.25	5,156.25			11/01/2047
70,312.5	65,156.25	5,156.25	4.125%	60,000	05/01/2048
	3,918.75	3,918.75			11/01/2048
67,837.5	63,918.75	3,918.75	4.125%	60,000	05/01/2049

BOND DEBT SERVICE

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

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

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

ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DES	CRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.134312%)
11/12/20 12/24/20 12/28/20 08/10/21 08/10/21 08/10/21 08/20/21 08/20/21 09/08/21 09/16/21 09/16/21 09/16/21 09/20/21 09/28/21 10/04/21 10/04/21	-	Bal	-1,005,936.71 -420,819.63 420,819.63 407.89 7,324.00 4,040.00 2,930.51 60,780.00 15,648.03 -60,780.00 2,550.00 2,744.80 1,480.00 1,480.00 -1,480.00	-1,234,328.58 -513,904.85 513,671.24 485.48 8,717.22 4,808.52 3,485.20 72,259.82 18,603.55 -72,112.12 3,022.68 3,253.59 1,754.34 298,558.92 32,928.65 -1,750.76 1,750.76 -1,750.76
10/07/21 10/07/21 10/07/21 10/07/21 11/05/21			685.00 1,125.00 1,125.00 685.00 630,820.35	810.04 1,330.36 1,330.36 810.04 743,599.97
11/05/21 11/05/21 10/31/22	ACF	Balance	49,621.02 6,810.00 3.85	58,492.39 8,027.51 4.36
11/12/25	TOT	ALS:	386.07	-46,142.06
ISSUE DAT COMP DATE		11/12/20 11/12/25	REBATABLE ARBITRAGE: NET INCOME:	-46,142.06 386.07

BOND YIELD: 4.134312% TAX INV YIELD: 0.040810%

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

ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.134312%)
11/12/20	Beg Bal	-71,156.26	-87,311.86
12/02/20 01/05/21		0.22 0.36	0.27
01/03/21		0.36	0.44
03/02/21		0.33	0.40
04/02/21		0.36	0.43
05/04/21		0.35	0.42
06/02/21		0.36	0.43
07/02/21		0.35	0.42
08/03/21		0.36	0.43
09/02/21		0.36	0.43
10/04/21		0.35	0.41
11/02/21		0.36	0.42
12/02/21		0.35	0.41
12/30/21 01/04/22		0.01 0.36	0.01 0.42
01/04/22		0.36	0.42
02/02/22		0.33	0.38
04/04/22		0.37	0.43
05/03/22		0.35	0.40
06/02/22		17.94	20.66
07/05/22		40.96	46.98
08/02/22		71.51	81.77
09/02/22		107.72	122.76
10/04/22		123.06	139.74
	RA Balance	71,156.26	80,560.40
10/31/22	RA Accrual	166.77	188.81
11/12/25	TOTALS:	534.21	-6,143.31
ISSUE DAT COMP DATE BOND YIEL	: 11/12/25	REBATABLE ARBITRAGE: NET INCOME: TAX INV YIELD:	-6,143.31 534.21 0.380335%

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

ARBITRAGE REBATE CALCULATION DETAIL REPORT

			FUTURE VALUE @
		RECEIPTS	BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(4.134312%)
11/12/20	Dog Dol	-46,684.81	-57,284.31
12/02/20	Beg Bal	-40,004.01 0.15	-57,284.51
01/05/21		0.24	0.29
02/02/21		0.24	0.29
03/02/21		0.22	0.27
04/02/21		0.24	0.29
05/03/21		22,606.68	27,205.41
05/04/21		0.23	0.28
06/02/21		0.13	0.16
06/22/21		-60.10	-71.92
07/02/21		0.12	0.14
08/03/21		0.12	0.14
09/02/21		0.12	0.14
10/04/21		0.12	0.14
11/01/21		24,078.13	28,395.79
11/02/21		0.12	0.14
05/02/22		-24,018.03	-27,748.09
05/02/22		24,078.13	27,817.53
11/12/25	TOTALS:	2.05	-1,683.14
ISSUE DAT	E: 11/12/20	REBATABLE ARBITRAGE:	-1,683.14
COMP DATE	: 11/12/25	NET INCOME:	2.05

 COMP DATE:
 11/12/25
 NET INCOME:
 2.05

 BOND YIELD:
 4.134312%
 TAX INV YIELD:
 0.006006%

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

ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.134312%)
11/12/21		-1,780.00	-2,096.56
11/12/25	TOTALS:	-1,780.00	-2,096.56

ISSUE DATE: 11/12/20 REBATABLE ARBITRAGE: -2,096.56 COMP DATE: 11/12/25 BOND YIELD: 4.134312%

SECTION VIII

SECTION A

AGREEMENT FOR ENTRY FEATURE & ENTRY WALL INSTALLATION BETWEEN CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT AND FLORIDA WALL CONCEPTS, INC.

THIS AGREEMENT ("Agreement") is made and entered into this \coprod day of November, 2022 by and between:

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

FLORIDA WALL CONCEPTS, INC., a Florida corporation, whose address is 1726 W. Broadway Street, Oviedo, Florida 32765 (the "Contractor").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including among other things, hardscape features, including entry signs and walls ("Features"); and

WHEREAS, the District desires to retain an independent contractor to provide the construction materials and services for the Features as more particularly describe in the Contractor's Proposal, dated September 23, 2022, attached hereto as **Exhibit A** and incorporated herein; and

WHEREAS, the 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 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 so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The duties, obligations, and responsibilities of Contractor are to provide the construction materials and services for the Features and as described in Exhibit A,

attached hereto and incorporated herein ("Project"). The Project shall be completed consistent with the drawings, plans and specifications.

- **B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities in connection with completion of the Project are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the work necessary for the Project. Contractor shall report directly to the District Manager or 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 three (3) days.
- **C.** Should any error or inconsistency appear in the installation plans and/or 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.
- **D.** This Agreement grants to Contractor the right to enter District lands which are subject to and necessary to complete the Project contemplated by this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- E. 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 her designee.
- F. 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 debris from and repair any damage to the District's streets used as access to and from the building site. At completion of the Project, Contractor shall remove from the site all 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 thereof, if any, shall be reimbursable by Contractor.
- G. Execution of this Agreement by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the work/services is to be performed, and correlated personal observations with requirements of Agreement. The Contractor shall, before starting the Project, carefully study and compare the various requirements relative to the work to be performed, the limited information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the work to

be performed and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are further for the purpose of discovering errors, omissions, or inconsistencies that may be present and generally discoverable; further, the Contractor shall promptly report any errors, inconsistencies or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional.

H. To the extent that the provisions of this Agreement conflict with **Exhibit A**, this Agreement shall control.

SECTION 3. COMPENSATION.

- A. Compensation for the Project shall be in a total amount equal to Two Hundred Ninety Thousand Two Hundred Eight Dollars and Sixty-Seven Cents (\$290,208.67). 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 work or 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 a work order, addendum, addenda, or change order 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 the Contractor, that all subcontractors, material men, 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, material men, suppliers or laborers, and further require that the 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 the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security Workmen's Compensation, Unemployment Compensation payments. contributions, and similar payroll deductions from the wages of employees.
- **D.** Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render invoices to the District, in writing, which shall be delivered or mailed to the District. These invoices are due and payable in

accordance with Florida's Prompt Payment Act. Each invoice shall include such supporting information as the District may reasonably require Contractor to provide.

SECTION 4. DATE OF COMPLETION. The Contractor shall complete the Project within ninety (90) calendar days of execution of this Agreement, provided however that such completion date may be adjusted in writing to address any delays caused by the District or otherwise agree to in writing by the Parties. Furthermore, Contractor and the District recognize that time is of the essence of this Agreement and that the District will suffer financial and other losses if the Project is not completed within the times specified herein, including any extension(s) allowed in accordance with this Section.

SECTION 5. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing thirty (30) 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. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services, including specifically all construction and installation services contemplated and/or provided hereunder, and all materials shall be of good quality and free from faults and defects. Contractor hereby warrants all services and workmanship for two (2) years and agrees to assign any and all of the materials and manufacturers' warranties to the District. Neither final acceptance of the Project, nor final payment therefore, nor any provision of this Agreement shall relieve Contractor of 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 the Agreement, including specifically all design services contemplated and/or provided hereunder, Contractor shall correct, remove and/or replace such services and/or materials promptly after receipt of a written notice from the District and to correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District such that the District receives the maximum benefit of the completed Project contemplated by this Agreement.

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 the Contractor shall not call for the use nor infringe 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.

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

Workers Compensation	Statutory	
General Liability		
Bodily Injury (including contractual)	\$2,000,000	
Property Damage (including contractual)	\$2,000,000	
Automobile Liability (if applicable)		
Bodily Injury and Property Damage	\$2,000,000	

- **B.** The Contractor shall name the District, its agents, staff, consultants and supervisors, as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- **C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the 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. Contractor agrees to indemnify and hold harmless the District and its officers, staff, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of services related to this construction contract. The obligations under this paragraph shall be limited to no more than Two Million Dollars (\$2,000,000.00), which amount the District and Contractor agree bears a reasonable commercial relationship to this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault.

B. Obligations under this section shall include 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, and paralegals' fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 9. 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 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. The Contractor shall further be responsible to the District for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Project for, or on behalf of, the Contractor or any of its subcontractors.

SECTION 10. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. 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 22 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 11. 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 actual damages, injunctive relief, and/or specific performance. Notwithstanding anything contained herein to the contrary, the Parties agree that neither party shall be entitled to consequential or special damages arising out of or relating to this Agreement or termination of this Agreement in accordance with the terms herein. 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 12. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 13. 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 the Contractor. The Compensation provided for herein shall include all allowances to cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts; Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts; and there shall be no adjustments to allowances if the increase is due to claimed (or proved) escalations in the cost of materials, labor, consultants, equipment rental costs, utilities, or gasoline. The pricing and compensation herein included is a firm lump sum price for the completed Project and this forms a material part of the Agreement.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

А.	If to the District:	Cypress Park Estates Community Development District 219 E. Livingston Street Orlando, Florida 32801 Attn: District Manager
	With a copy to:	KE Law Group, PLLC 2016 Delta Boulevard, Suite 101 Tallahassee, Florida 32303 Attn: District Counsel
В.	If to Contractor:	Florida Wall Concepts, Inc. 1726 W. Broadway Street Oviedo, Florida 32765 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 the District and counsel for the Contractor may deliver Notice on behalf of the District and the 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 herein.

SECTION 16. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both 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, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns. **SECTION 18.** 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 19. APPLICABLE 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. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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, 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 the Doctrine of Sovereign Immunity or by operation of law.

SECTION 21. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 22. 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 Jill 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 the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, 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 the Contractor, the 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, <u>JBURNS@GMSCFL.COM</u>, OR AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

SECTION 23. 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 24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 25. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 26. 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 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.

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

CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT

Scott Shapiro

Chairperson, Board of Supervisors

FLORIDA WALL CONCEPTS, INC. Title:

Exhibit A: Contractor's Proposal dated September 23, 2022

Exhibit A Contractor's Proposal dated September 23, 2022



Florida Wall Concepts, Inc. 1726 W Broadway St. Oviedo FL 32765 Office 407.971.8418 Fax 407.971.2749

	Proposal #:		22-233	Cypre	ss Park Estates Ph 2		
Client: Cypress Park Estates C	DD				Date:	Sept	ember 23, 2022
Contact: Scott Shapiro 770-378-9695 scott@lminv.com					Terms:		gress Payments Contract
Project Address: Haines City, FL							
Precast Wall System:	3383	LF	@	\$	80.17	\$	271,227.51
Engineering / Permitting						\$	7,981.16
(1) Precast sign walls to m cap, stucco, paint, tile and				Rd. Includ	les decorative wall	\$	11,000.00
Note: This will be using or columns. Two coats of pai		wall syst	em to match]	Phase 1 wi	th ashlar precast		

TOTAL: \$ 290,208.67

Proposal is good for 30 days. Pricing may change based on site conditions, field measurements, or any other reasonable changes, etc. This proposal is subject to a mutually agreed upon contract, scope of work, construction schedule and payment schedule.

Initial

Page 1 of 3

Contractor Initial

DocuSign Envelope ID: AB986B1C-641A-432C-85F0-2D909CC96DC3 DocuSign Envelope ID: 90FD575D-AB5F-432C-8B53-5FAEC40D9630

THIS PROPOSAL SPECIFICALLY INCLUDES:

Production of precast products

One mobilization for footing crew. Additional mobilizations will be charged at \$2,500.00 each

One mobilization for installation crew. To be performed using a 10 ton forklift. Additional mobilizations will be charged \$2,500.00 each

One mobilization for stain crew. Additional mobilizations will be charged at \$350.00 each

Footings set in water (3' below grade) causing use of a sleeve and pump will be charged at \$500.00/per footing

Footings set in sandy soil (where collapse of footer is extensive) causing use of a sleeve will be charges at \$400.00/per footing

Footings requiring hand digging due to Utilities or other unforeseen conditions will be charged at \$250.00/per footing

Footings that encounter limestone or coquina stone will incur an additional fee to excavate and remove.

Proposal is based on estimated quantities. Final billing will be based on verified field measurements.

Permit fees and engineering are provided for FWC's scope of work only.

Payment of manufactured materials as they are produced. Whether the permit has been issued or not.

THIS PROPOSAL SPECIFICALLY EXCLUDES: (but not limited to)

Landscaping, Irrigation and Restoration are excluded from this bid.

Removal of footing spoils (excavated dirt)

Fees, bonds, variances, surveys, set back requirements, codes, or any other compliance are the responsibility of the purchaser Removal of existing fence or obstacles impeding the work area

Maintenance of Traffic, temporary fencing, or re-routing of pedestrian traffic.

Erosion Control

This proposal excludes any removal, repair, and replacement of irrigation, landscaping, roadway restoration, curb, or sidewalk FWC is not responsible for clearing, layout, grading, or compaction of existing wall construction area.

Any dewatering for footing installation. If required, pricing can be provided.

Density and soil testing is the responsibility of the customer unless otherwise specified in this proposal.

Any other service or material that is not expressly included above.

This proposal is based on existing conditions acceptable to FWC's construction activities.

DELIVERY/ERECTION:

1. Delivery dates will be determined at time of award.

2. FWC will comply with OSHA Safety Standards for Fall Protection.

This proposal is based on a single mobilization(s) for forklift/crane and crew. Any additional mobilizations will be an added cost to the contract amount.

 General contractor/owner will provide adequate stabilized, level access to the perimeter and interior of structure for FWC truck and forklift/crane to operate under their own power. Sufficient job site storage will be provided for FWC.

FWC will be allowed extensions of any scheduling requirements for weather related delays that in FWC's sole judgment result in an impact to production, delivery and/or erection.

6. General Contractor /owner will be responsible for protecting the surrounding areas that will be accessed by FWC in performing its work hereunder. Damage to existing areas surrounding the structure or project, including but not limited to landscaping, drives, sidewalks, curbs, foundations, slabs, underground utilities, and other installations, that are caused by FWC in the performance of the work hereunder will not be the responsibility of FWC.

All overhead obstructions, including power lines, must be removed by others.

General Contractor/ owner is to provide layout, locations, and elevations, for all FWC scope of work.

FWC requires stabilized access to construction area prior to mobilizing to job site.

DESIGN:

 FWC reserves the right to modify the design to preserve the integrity of the precast panels and to facilitate the most efficient means for production and erection. All such design changes will be subject to the design specifications and approval by the Engineer of Record.

2. Wall panel finish: Exterior finish will consist of a vertical mold form finish. Minor imperfections, such as form lines and bug holes are to be expected in all precast finishes. Products will be produced with common gray cement along with the variations in color common to gray cement. Paint colors selected may affect the look / appearance of the wall panel finish.

Cracking and minor chipping is an inherent aspect of precast construction. Such panels, prestressed or non-prestressed, may experience some cracking and chipping

4/ When applicable or available FWC will be provided with all AutoCAD files pertaining to the precast and its connections.

FWC Initial

Page 2 of 3

SECTION B

AGREEMENT FOR ENTRY FEATURE & ENTRY WALL INSTALLATION BETWEEN CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT AND FLORIDA WALL CONCEPTS, INC.

THIS AGREEMENT ("Agreement") is made and entered into this **M** day of November, 2022 by and between:

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

FLORIDA WALL CONCEPTS, INC., a Florida corporation, whose address is 1726 W. Broadway Street, Oviedo, Florida 32765 (the "Contractor").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including among other things, hardscape features, including entry signs and walls ("Features"); and

WHEREAS, the District desires to retain an independent contractor to provide the construction materials and services for the Features as more particularly describe in the Contractor's Proposal, dated September 23, 2022, attached hereto as **Exhibit A** and incorporated herein; and

WHEREAS, the 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 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 so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The duties, obligations, and responsibilities of Contractor are to provide the construction materials and services for the Features and as described in Exhibit A,

attached hereto and incorporated herein ("Project"). The Project shall be completed consistent with the drawings, plans and specifications.

- **B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities in connection with completion of the Project are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the work necessary for the Project. Contractor shall report directly to the District Manager or 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 three (3) days.
- **C.** Should any error or inconsistency appear in the installation plans and/or 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.
- **D.** This Agreement grants to Contractor the right to enter District lands which are subject to and necessary to complete the Project contemplated by this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- **E.** 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 her designee.
- F. 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 debris from and repair any damage to the District's streets used as access to and from the building site. At completion of the Project, Contractor shall remove from the site all 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 thereof, if any, shall be reimbursable by Contractor.
- **G.** Execution of this Agreement by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the work/services is to be performed, and correlated personal observations with requirements of Agreement. The Contractor shall, before starting the Project, carefully study and compare the various requirements relative to the work to be performed, the limited information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the work to

be performed and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are further for the purpose of discovering errors, omissions, or inconsistencies that may be present and generally discoverable; further, the Contractor shall promptly report any errors, inconsistencies or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional.

H. To the extent that the provisions of this Agreement conflict with **Exhibit A**, this Agreement shall control.

SECTION 3. COMPENSATION.

- A. Compensation for the Project shall be in a total amount equal to Three Hundred Four Thousand Two Hundred Forty-Six Dollars and Thirty-Five Cents (\$304,246.35). 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 work or 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 a work order, addendum, addenda, or change order 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 the Contractor, that all subcontractors, material men, 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, material men, suppliers or laborers, and further require that the 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 the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments. Workmen's 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 agrees to render invoices to the District, in writing, which shall be delivered or mailed to the District. These invoices are due and payable in

accordance with Florida's Prompt Payment Act. Each invoice shall include such supporting information as the District may reasonably require Contractor to provide.

SECTION 4. DATE OF COMPLETION. The Contractor shall complete the Project within ninety (90) calendar days of execution of this Agreement, provided however that such completion date may be adjusted in writing to address any delays caused by the District or otherwise agree to in writing by the Parties. Furthermore, Contractor and the District recognize that time is of the essence of this Agreement and that the District will suffer financial and other losses if the Project is not completed within the times specified herein, including any extension(s) allowed in accordance with this Section.

SECTION 5. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing thirty (30) 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. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services, including specifically all construction and installation services contemplated and/or provided hereunder, and all materials shall be of good quality and free from faults and defects. Contractor hereby warrants all services and workmanship for two (2) years and agrees to assign any and all of the materials and manufacturers' warranties to the District. Neither final acceptance of the Project, nor final payment therefore, nor any provision of this Agreement shall relieve Contractor of 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 the Agreement, including specifically all design services and/or materials promptly after receipt of a written notice from the District and to correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District such that the District receives the maximum benefit of the completed Project contemplated by this Agreement.

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

4

any work product of the Contractor shall not call for the use nor infringe 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.

A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including contractual)	\$2,000,000
Property Damage (including contractual)	\$2,000,000
Automobile Liability (if applicable)	
Bodily Injury and Property Damage	\$2,000,000

- **B.** The Contractor shall name the District, its agents, staff, consultants and supervisors, as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- **C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the 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. Contractor agrees to indemnify and hold harmless the District and its officers, staff, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of services related to this construction contract. The obligations under this paragraph shall be limited to no more than Two Million Dollars (\$2,000,000.00), which amount the District and Contractor agree bears a reasonable commercial relationship to this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the

District may have as against the Contractor. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault.

B. Obligations under this section shall include 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, and paralegals' fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 9. 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 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. The Contractor shall further be responsible to the District for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Project for, or on behalf of, the Contractor or any of its subcontractors.

SECTION 10. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. 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 22 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 11. 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 actual damages, injunctive relief, and/or specific performance. Notwithstanding anything contained herein to the contrary, the Parties agree that neither party shall be entitled to consequential or special damages arising out of or relating to this Agreement or termination of this Agreement in accordance with the terms herein. 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 12. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 13. 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 the Contractor. The Compensation provided for herein shall include all allowances to cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts; Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts; and there shall be no adjustments to allowances if the increase is due to claimed (or proved) escalations in the cost of materials, labor, consultants, equipment rental costs, utilities, or gasoline. The pricing and compensation herein included is a firm lump sum price for the completed Project and this forms a material part of the Agreement.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

А.	If to the District:	Cypress Park Estates Community Development District 219 E. Livingston Street Orlando, Florida 32801 Attn: District Manager
	With a copy to:	KE Law Group, PLLC 2016 Delta Boulevard, Suite 101 Tallahassee, Florida 32303 Attn: District Counsel
В.	If to Contractor:	Florida Wall Concepts, Inc. 1726 W. Broadway Street Oviedo, Florida 32765 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 the District and counsel for the Contractor may deliver Notice on behalf of the District and the 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 herein.

SECTION 16. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both 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, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 18. 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 19. APPLICABLE 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. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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, 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 the Doctrine of Sovereign Immunity or by operation of law.

SECTION 21. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 22. 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 Jill 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 the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, 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 the Contractor, the 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, JBURNS@GMSCFL.COM, OR AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

SECTION 23. 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 24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 25. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 26. 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 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.

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

CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT

Scott Shapiro

Chairperson, Board of Supervisors

FLORIDA WALL CONCEPTS, INC.

Bv: Print Name: MACh Title:

Exhibit A: Contractor's Proposal dated September 23, 2022

Exhibit A Contractor's Proposal dated September 23, 2022



Florida Wall Concepts, Inc. 1726 W Broadway St. Oviedo FL 32765 Office 407.971.8418 Fax 407.971.2749

	Proposal #:		22-233	Cypres	s Park Estates Ph 3		
Client: Cypress Park Estates C	DD				Date:	Sept	ember 23, 2022
Contact:					Terms:		
Scott Shapiro 770-378-9695							ress Payments Contract
scott@lminv.com							
Project Address: Haines City, FL							
Precast Wall System:	3577	LF	a	\$	80.35	\$	287,403.89
Engineering / Permitting						\$	5,842.46
(1) Precast sign walls to m cap, stucco, paint, tile and		-		Rd. Includ	es decorative wall	\$	11,000.00
Note: This will be using or columns. Two coats of pai		t wall syste	em to match	Phase 1 wit	h ashlar precast		

TOTAL: \$ 304,246.35

Proposal is good for 30 days. Pricing may change based on site conditions, field measurements, or any other reasonable changes, etc. This proposal is subject to a mutually agreed upon contract, scope of work, construction schedule and payment schedule.

FWC Initial

Page 1 of 3

SS Contractor Initial

THIS PROPOSAL SPECIFICALLY INCLUDES:

Production of precast products

One mobilization for footing crew. Additional mobilizations will be charged at \$2,500.00 each

One mobilization for installation crew. To be performed using a 10 ton forklift. Additional mobilizations will be charged \$2,500.00 each

One mobilization for stain crew. Additional mobilizations will be charged at \$350.00 each

Footings set in water (3' below grade) causing use of a sleeve and pump will be charged at \$500.00/per footing Footings set in sandy soil (where collapse of footer is extensive) causing use of a sleeve will be charges at \$400.00/per footing

Footings requiring hand digging due to Utilities or other unforeseen conditions will be charged at \$250.00/per footing

Footings that encounter limestone or coquina stone will incur an additional fee to excavate and remove.

Proposal is based on estimated quantities. Final billing will be based on verified field measurements.

Permit fees and engineering are provided for FWC's scope of work only.

Payment of manufactured materials as they are produced. Whether the permit has been issued or not.

THIS PROPOSAL SPECIFICALLY EXCLUDES: (but not limited to)

Landscaping, Irrigation and Restoration are excluded from this bid.

Removal of footing spoils (excavated dirt)

Fees, bonds, variances, surveys, set back requirements, codes, or any other compliance are the responsibility of the purchaser Removal of existing fence or obstacles impeding the work area

Maintenance of Traffic, temporary fencing, or re-routing of pedestrian traffic.

Erosion Control

This proposal excludes any removal, repair, and replacement of irrigation, landscaping, roadway restoration, curb, or sidewalk FWC is not responsible for clearing, layout, grading, or compaction of existing wall construction area.

Any dewatering for footing installation. If required, pricing can be provided.

Density and soil testing is the responsibility of the customer unless otherwise specified in this proposal.

Any other service or material that is not expressly included above.

This proposal is based on existing conditions acceptable to FWC's construction activities.

DELIVERY/ERECTION:

1. Delivery dates will be determined at time of award.

2. FWC will comply with OSHA Safety Standards for Fall Protection.

3. This proposal is based on a single mobilization(s) for forklift/crane and crew. Any additional mobilizations will be an added cost to the contract amount.

General contractor/owner will provide adequate stabilized, level access to the perimeter and interior of structure for FWC truck
and forklift/crane to operate under their own power. Sufficient job site storage will be provided for FWC.

5. FWC will be allowed extensions of any scheduling requirements for weather related delays that in FWC's sole judgment result in an impact to production, delivery and/or erection.

6. General Contractor /owner will be responsible for protecting the surrounding areas that will be accessed by FWC in performing its work hereunder. Damage to existing areas surrounding the structure or project, including but not limited to landscaping, drives, sidewalks, curbs, foundations, slabs, underground utilities, and other installations, that are caused by FWC in the performance of the work hereunder will not be the responsibility of FWC.

7. All overhead obstructions, including power lines, must be removed by others.

8. General Contractor/ owner is to provide layout, locations, and elevations, for all FWC scope of work.

9. FWC requires stabilized access to construction area prior to mobilizing to job site.

DESIGN:

 FWC reserves the right to modify the design to preserve the integrity of the precast panels and to facilitate the most efficient means for production and erection. All such design changes will be subject to the design specifications and approval by the Engineer of Record.

2. Wall panel finish: Exterior finish will consist of a vertical mold form finish. Minor imperfections, such as form lines and bug holes are to be expected in all precast finishes. Products will be produced with common gray cement along with the variations in color common to gray cement. Paint colors selected may affect the look / appearance of the wall panel finish.

Cracking and minor chipping is an inherent aspect of precast construction. Such panels, prestressed or non-prestressed, may experience some cracking and chipping

4. When applicable or available FWC will be provided with all AutoCAD files pertaining to the precast and its connections.

FWC Initial

Page 2 of 3

Contractor Initial

WARRANTY:

1. Florida Wall Concepts, Inc. warrants the original purchase only, that the services and materials provided by Florida Wall Concepts, Inc. will be free of material or workmanship defects for the period of 1 (one) year from the date of purchase. Florida Wall Concepts, Inc.'s sole obligation and your exclusive remedy under this limited warranty or any implied warranty shall be the repair or replacement of pieces, without charge, which are defective in materials or workmanship and which have not been misused or damaged subsequent to installation. This warranty is non-transferable.

2. This warranty excludes any damages caused by anyone other than Florida Wall Concepts, Inc. and excludes any damage to surrounding property or landscaping resulting in the need for access to perform any repair or replacement provided.

3. Rights under this warranty are conditioned upon receipt in the principal office of Florida Wall Concepts, Inc., as indicated above, of written notice of the defective materials or workmanship within the earlier of the period of the warranty stated above or 10 days from when the defect was discovered or should have been discovered through reasonable diligence.

4. Any implied warranty shall likewise be limited in duration to the earlier of 1 (one) year from the date of substantial completion or 10 (ten) days from when the defect was discovered or should have been discovered through reasonable diligence.

5. In no event shall the Florida Wall Concepts, Inc. be liable for any incidental or consequential damages, including but not limited to liability for loss of profits, arising from the sale, use, repair or replacement of this product.

TERMS & CONDITIONS

 The project shall be constructed in accordance with the contract drawings and documents, within acceptable construction tolerances. Out-of-tolerance conditions will not be the responsibility of FWC, and any cost incurred by FWC resulting or arising from a condition that is outside acceptable construction tolerances will result in a change order regardless of whether a change order is formally submitted, requested, or approved.

2. If retainage is held, it will be due net 30 days from FWC's certification of completion.

3. All agreements are contingent upon delays and material cost increases beyond our control. Manufacturing cost increases incurred after quotation and prior to a work order being submitted to production will be passed through to the customer. If this is the case, the project will be requoted for customer approval prior to the job start.

This proposal was bid using the supplied drawings from:

Scott Shapiro

Signature of Acceptance Scott Shapiro

Print name

Chairman

11/30/2022

Billing Contact & Email: Carol Wright (District Accountant) cwright@gmscfl.com





Page 3 of 3

SECTION IX

CONTRACT AGREEMENT

This Agreement made and entered into on Tuesday, December 6, 2022 by and between the Cypress Park Estates Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

- Section <u>197.3632</u> Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
- 2. The parties herein agree that, for the 2023 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Cypress Park Estates Community Development District.
- 3. The term of this Agreement shall commence on January 1, 2023 or the date signed below, whichever is later, and shall run until December 31, 2023, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
- 4. The Special District shall meet all relevant requirements of Section <u>197.3632</u> & <u>190.021</u> Florida Statutes.
- 5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2023 TRIM Notice, the Special District shall provide proposed assessments no later than Friday, July 14, 2023. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
- 6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Friday, September 15, 2023**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2023 tax roll.
- 7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2023 tax roll. For the TRIM Notice, the Property Appraiser will require payment on or before Friday, September 15, 2023 for processing within the Property Appraiser budget year (October 1st September 30th).
- 8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
- 9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

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

EXECUTED Special D strict Representative INUAL

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

Marsha M. Faux, Property Appraiser

SECTION X



Marsha M. Faux, CFA, ASA POLK COUNTY PROPERTY APPRAISER 2023 Data Sharing and Usage Agreement

CYPRESS PARK ESTATES CDD

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

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

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

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

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

The term of this Agreement shall commence on January 1, 2023 and shall run until December 31, 2023, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew. A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

CYPRESS PARK ESTATES CDD

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

POLK COUNTY PROPERTY APPRAISER

Signature:	Marche Faux	Signature:	Albin
Print:	Marsha M. Faux CFA, ASA	Print:	Fill Burns
Title:	Polk County Property Appraiser	Title:	District manager
Date:	December 1, 2022	Date:	1-17-2023

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

SECTION XI

SECTION C

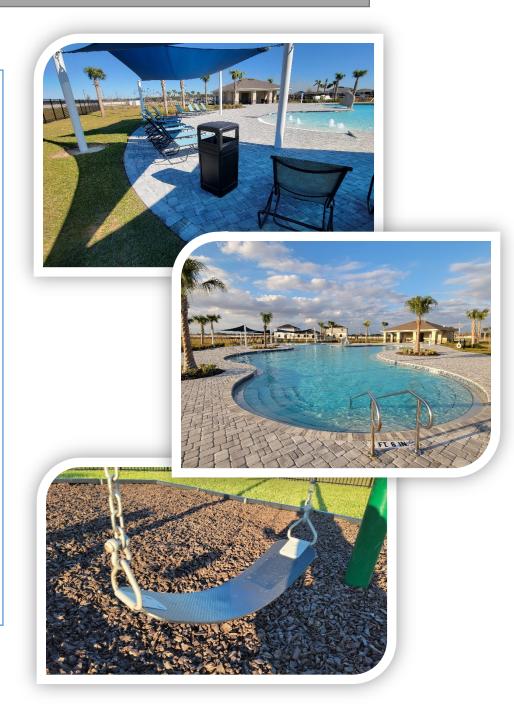
Cypress Park Estates CDD Field Management Report



April 25, 2023 Clayton Smith Field Services Manager GMS

Amenity Review

- Vendors' maintenance of the facility areas has been satisfactory.
- Monthly playground review was completed.
- Repaired pavers where they had settled after shade installation.
- Repaired toilet and some other minor facility items.
- Tightened up loose swing bolts.



Landscape Review

- Landscaping work is good.
- Grass mowing has been consistent, and planters have been kept up.
- Palms and lilies were trimmed.
- Crepe myrtles were cut back before spring.



Site Items and General Mainteanance

- Dumpster enclosure repaired.
- Fountain drain extension completed.
- Monument sign foam trim repaired.
- Minor gate repairs on hinges and latches.

4





Site Items

 Mainline break was repaired, and streetlight replaced at corner of sweet acacia.





In Progress

Landscape Refresh

- Reviewed with landscaper and gathering proposal for planter refresh.
- Assessing entrance plantings for chemical hardiness adjacent to fountain and chlorine.
- Reviewed sod and around amenity.
- Due to thistle concentration, recommend putting a regular treatment into place to get them under control.





Upcoming

New Phases

 Monitoring new areas and coordinating with landscaper on maintenance service proposals.







Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-346-2453, or by email at <u>mtindall@gmscfl.com</u>. Thank you.

Respectfully,

Marshall Tindall

SECTION 1

Item will be provided under separate cover.

SECTION D

SECTION 1

Cypress Park Estate Community Development District

Summary of Check Register

February 17, 2023 To April 18, 2023

Fund	Date	Check No.'s	Amount
General Fund			
	2/17/23	211-219	\$ 122,852.28
	2/28/23	220-221	\$ 97.50
	3/14/23	222-224	\$ 8,045.77
	3/22/23	225-231	\$ 35,512.77
	4/3/23	232-234	\$ 2,225.72
	4/11/23	235-236	\$ 7,298.00
		Total Amount	\$ 176,032.04

AP300R *** CHECK DATES 02/17	YEAR-TO-DATE # 7/2023 - 04/18/2023 *** CY B#	ACCOUNTS PAYABLE PREPAID/COMPUTER C YPRESS PARK ESTATES - GENERAL ANK A GENERAL FUND	THECK REGISTER	RUN 4/19/23	PAGE 1
CHECK VEND# DATE DAT	INVOICEEXPENSED TO E INVOICE YRMO DPT ACCT# S	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	/23 9033 202301 330-57200-4	18200	*	475.00	
1/27	MTHLY CLEANING SVC-JAN 23 /23 9033 202301 330-57200-4	18200	*	150.00	
		CSS CLEAN STAR SERVICES CENTRAL F	Ľ		625.00 000211
	/23 104261 202302 330-57200-3		*		
	ACCESS/CAMERA LABOR 2/23 104151 202302 330-57200-3		*	180.00	
	ACCESS/CAMERA LABOR				1,505.00 000212
	/23 F4794786 202302 320-53800-4	CURRENT DEMANDS ELECTRICAL &			
2/1//25 00015 2/00	1702 SWEET ACACIA DR.	13000		,	
		DUKE ENERGY			2,508.47 000213
2/17/23 00003 2/01	/23 79 202302 310-51300-3 MANAGEMENT FEES - FEB 23	34000	*	3,154.42	
2/01	/23 79 202302 310-51300-3 WEBSITE MANAGEMENT-FEB 23	35200	*	100.00	
2/01	/23 79 202302 310-51300-3	35100	*	150.00	
2/01	INFORMATION TECH - FEB 23 /23 79 202302 310-51300-3		*	500.00	
2/01	DISSEMINATION SVCS-FEB 23 /23 79 202302 330-57200-4	18300	*	416.67	
2/01	AMENITY ACCESS -FEB 23 /23 79 202302 310-51300-5	51000	*	1.11	
2/01	OFFICE SUPPLIES /23 79 202302 310-51300-4	12000	*	27.75	
2/01	POSTAGE /23 80 202302 320-53800-3	34000	*	1,312.50	
	FIELD MANAGEMENT FEB 23	GOVERNMENTAL MANAGEMENT SERVICES			5,662.45 000214
2/17/23 00029 2/12	/23 GLC24812 202302 330-57200-4	18400	*	858.00	
	PLAY EQUIPMENT - FEB 23	GOVERNMENT LEASING, LLC			858.00 000215
2/17/23 00008 5/24	/22 MT052420 202205 310-51300-1		*	200.00	
	SUPERVISOR FEE 5/24/22	MCKINZIE TERRILL			200.00 000216
2/17/23 00024 1/20	/23 7877 202301 320-53800-4	17300	*	216.49	
	IRRIGATION REPAIRS /23 7984 202302 320-53800-4		*	3,367.50	
2,01	LANDSCAPE MAINT - FEB 23	PRINCE & SONS INC.		_,	3,583.99 000217

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER *** CHECK DATES 02/17/2023 - 04/18/2023 *** CYPRESS PARK ESTATES - GENERAL BANK A GENERAL FUND	CHECK REGISTER	RUN 4/19/23	PAGE 2
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
2/17/23 00026 2/01/23 18558 202302 330-57200-48500	*	1,500.00	
POOL MAINTENANCE - FEB 23 2/01/23 18558 202302 330-57200-49000	*	150.00	
FOUNTAIN MAINT/INSTALL RESORT POOL SERVICES			1,650.00 000218
2/17/23 00009 2/17/23 02172023 202302 300-20700-10200 ASSESSMENT TRNSF-S20 AA1	*	106,259.37	
CYPRESS PARK ESTATES CDD/US BAN			
2/28/23 00015 2/19/23 5704 202301 310-51300-31500 GEN.COUNSEL/MTHLY MEETING	*	57.50	
KILINSKI VAN WYK, PLLC			57.50 000220
2/28/23 00031 2/20/23 52052231 202302 330-57200-48100 PEST CONTROL - FEB 23	*	40.00	
MASSEY SERVICES INC.			40.00 000221
3/14/23 00003 3/01/23 82 202303 310-51300-34000	*	3,154.42	
MANAGEMENT FEES - MAR 23 3/01/23 82 202303 310-51300-35200	*	100.00	
WEBSITE MANAGEMENT-MAR 23 3/01/23 82 202303 310-51300-35100	*	150.00	
INFORMATION TECH - MAR 23 3/01/23 82 202303 310-51300-31300	*	500.00	
DISSEMINATION SVCS-MAR 23 3/01/23 82 202303 330-57200-48300	*	416.67	
AMENITY ACCESS - MAR 23 3/01/23 82 202303 310-51300-51000	*	1.08	
OFFICE SUPPLIES 3/01/23 82 202303 310-51300-42000	*	21.60	
POSTAGE 3/01/23 83 202303 320-53800-34000	*	1,312.50	
FIELD MANAGEMENT - MAR 23 GOVERNMENTAL MANAGEMENT SERVICES	S		5,656.27 000222
3/14/23 00029 3/12/23 GLC24812 202303 330-57200-48400	*		
PLAY EOUIPMENT - MAR 23			858 00 000223
GOVERNMENT LEASING, LLC			
3/14/23 00023 2/22/23 63695-FE 202302 320-53800-43200 4701 BAKER DAIRY RD	*	217.62	
2/22/23 63696-FE 202302 320-53800-43200 5150 E JOHNSON AVE	*	270.58	
2/22/23 64455-FE 202302 320-53800-43200 4975 BAKER DAIRY RD	*	182.64	

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK *** CHECK DATES 02/17/2023 - 04/18/2023 *** CYPRESS PARK ESTATES - GENERAL BANK A GENERAL FUND	REGISTER R	UN 4/19/23	PAGE 3
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME ST DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	TATUS	AMOUNT	CHECK AMOUNT #
2/22/23 67111-FE 202302 330-57200-43200 1209 TUPELO TRAIL (IRRIG)	*	860.66	
1209 TUPELO TRAIL (IRRIG) CITY OF HAINES CITY			1,531.50 000224
3/22/23 00028 2/27/23 9225 202302 330-57200-48200 MTHLY CLEANING SVC-FEB 23	*	475.00	
2/27/23 9225 202302 330-57200-48200 TRASH COLLECTION SERVICE	*	250.00	
2/27/23 9225-JAN 202301 330-57200-48200 TRASH COLLECTION SERVICE	*	50.00	
CSS CLEAN STAR SERVICES CENTRAL FL			775.00 000225
3/22/23 00003 1/30/23 85 202301 320-53800-48000 GENERAL MAINT JAN 23	*	302.86	
GENERAL MAINI JAN 23	*	302.85	
GENERAL MAINI JAN 23 GOVERNMENTAL MANAGEMENT SERVICES			605.71 000226
3/22/23 00015 3/15/23 6172 202302 310-51300-31500 GEN.COUNSEL/MTHLY MEETING	*	586.50	
GEN.COUNSEL/MIRLY MEETING KILINSKI VAN WYK, PLLC			586.50 000227
3/22/23 00024 10/27/22 7208 202210 320-53800-47300 RPLCD SPRAYS/BRKN NOZZLES	*	376.54	
11/01/22 7271 202211 320-53800-46200 LANDSCAPE MAINT - NOV 22	*	3,367.50	
11/11/22 7376 202211 320-53800-47300 IRRIGATION REPAIRS	*	230.53	
3/01/23 8179 202303 320-53800-46200 LANDSCAPE MAINT - MAR 23	*	3,367.50	
3/02/23 8237 202303 320-53800-47300 IRRIGATION REPAIRS	*	93.46	
PRINCE & SONS INC.			7,435.53 000228
3/22/23 00026 3/01/23 18783 202303 330-57200-48500 POOL MAINTENANCE - MAR 23		1,500.00	
3/01/23 18783 202303 330-57200-49000 FOUNTAIN MAINT/INSTALL	*	150.00	
RESORT POOL SERVICES			1,650.00 000229
3/22/23 00009 3/16/23 03162023 202303 300-20700-10200 ASSESSMENT TRNSF-S20 AA1	*	19,284.03	
CYPRESS PARK ESTATES CDD/US BANK			19,284.03 000230
3/22/23 00009 3/20/23 03202023 202303 300-20700-10000 REIMBRSMNT REO#19 EGIS	*	5,176.00	
CYPRESS PARK ESTATES CDD/US BANK			5,176.00 000231

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CH *** CHECK DATES 02/17/2023 - 04/18/2023 *** CYPRESS PARK ESTATES - GENERAL BANK A GENERAL FUND	IECK REGISTER	RUN 4/19/23	page 4
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
4/03/23 00027 3/27/23 103843 202303 330-57200-34500	*	728.99	
ACCESS/CAMERA LABOR CURRENT DEMANDS ELECTRICAL &			728.99 000232
4/03/23 00003 1/30/23 84 202301 330-57200-49000	*	1,182.00	
GARBAGE CAN INSTALLATION 2/28/23 87 202302 330-57200-48000	*	274.73	
GENERAL MAINT FEB 23 GOVERNMENTAL MANAGEMENT SERVICES			1,456.73 000233
4/03/23 00031 3/21/23 52498750 202303 330-57200-48100	*	40.00	
PEST CONTROL - MAR 23 MASSEY SERVICES INC.			40.00 000234
4/11/23 00003 4/01/23 89 202304 310-51300-34000	*	3,154.42	
MANAGEMENT FEES - APR 23 4/01/23 89 202304 310-51300-35200	*	100.00	
WEBSITE MANAGEMENT-APR 23 4/01/23 89 202304 310-51300-35100	*	150.00	
INFORMATION TECH - APR 23 4/01/23 89 202304 310-51300-31300	*	500.00	
DISSEMINATION SVCS-APR 23 4/01/23 89 202304 330-57200-48300	*	416.67	
AMENITY ACCESS - APR 23 4/01/23 89 202304 310-51300-51000	*	1.47	
OFFICE SUPPLIES 4/01/23 89 202304 310-51300-42000	*	255.07	
POSTAGE 4/01/23 90 202304 320-53800-34000	*	1,312.50	
FIELD MANAGEMENT - APR 23 GOVERNMENTAL MANAGEMENT SERVICES			5,890.13 000235
4/11/23 00023 3/21/23 63695-MA 202303 320-53800-43200	*	184.63	
4701 BAKER DAIRY RD 3/21/23 63696-MA 202303 320-53800-43200	*	199.51	
5150 E JOHNSON AVE 3/21/23 64455-MA 202303 320-53800-43200	*	188.62	
4975 BAKER DAIRY RD 3/21/23 67111-MA 202303 330-57200-43200	*	835.11	
1209 TUPELO TRAIL (IRRIG) CITY OF HAINES CITY			1,407.87 000236
TOTAL FOR BANK		,	
TOTAL FOR REGIS	9.LEK	176,032.04	

SECTION 2

Community Development District

Unaudited Financial Reporting

March 31, 2023



Table of Contents

1	Balance Sheet
2-3	General Fund
4	Debt Service Fund Series 2020 A1 & A2
5	Debt Service Fund Series 2022
6	Capital Projects Fund Series 2020 A1 & A2
7	Capital Projects Fund Series 2022
8-9	Month to Month
10	Long Term Debt
11	Assessment Receipt Schedule

Cypress Park Estates Community Development District Combined Balance Sheet

March 31, 2023

		General Fund	D	ebt Service Fund	Ca	vital Projects Fund	Totals Governmental Funds		
		гина	гини			runu			
Assets:									
Cash:									
Operating Account	\$	238,302	\$	-	\$	-	\$	238,302	
Capital Projects Account	\$	-	\$	-	\$	7,555	\$	7,555	
Investments:									
<u>Series 2020 A1</u>									
Reserve	\$	-	\$	221,250	\$	-	\$	221,250	
Revenue	\$	-	\$	398,619	\$	-	\$	398,619	
Construction	\$	-	\$	-	\$	239	\$	239	
<u>Series 2020 A2</u>									
Reserve	\$	-	\$	71,156	\$	-	\$	71,156	
Revenue	\$	-	\$	1,069	\$	-	\$	1,069	
Construction	\$	-	\$	-	\$	4	\$	4	
<u>Series 2022</u>									
Reserve	\$	-	\$	511,731	\$	-	\$	511,731	
Revenue	\$	-	\$	9,976	\$	-	\$	9,976	
Interest	\$	-	\$	1,641	\$	-	\$	1,641	
Construction Phase 2	\$	-	\$	-	\$	263,579	\$	263,579	
Construction Phase 3	\$	-	\$	-	\$	1,350,672	\$	1,350,672	
Due from General Fund	\$	-	\$	3,912	\$	-	\$	3,912	
Prepaid Expenses	\$	1,347	\$	-	\$	-	\$	1,347	
Total Assets	\$	239,649	\$	1,219,354	\$	1,622,048	\$	3,081,051	
	· · · · ·								
Liabilities:									
Accounts Payable	\$	3,634	\$	-	\$	-	\$	3,634	
Retainage Payable	\$	-	\$	-	\$	6,428	\$	6,428	
Due to Debt Service	\$	3,912	\$	-	\$	-	\$	3,912	
Total Liabilites	\$	7,546	\$	-	\$	6,428	\$	13,974	
Fund Balance:									
Nonspendable:	\$	1 2 4 7	¢	-	¢		¢	1 2 4 7	
Prepaid Items	Ф	1,347	\$	-	\$	-	\$	1,347	
Restricted for:	¢		ተ	(0(00(¢		¢	(0(00(
Debt Service - Series 2020	\$	-	\$	696,006	\$	-	\$	696,006	
Debt Service - Series 2022	\$	-	\$	523,348	\$	-	\$	523,348	
Capital Projects - Series 2020	\$	-	\$	-	\$	7,797	\$	7,797	
Capital Projects - Series 2022	\$	-	\$	-	\$	1,607,823	\$	1,607,823	
Unassigned	\$	230,757	\$	-	\$	-	\$	230,757	
Total Fund Balances	\$	232,104	\$	1,219,354	\$	1,615,620	\$	3,067,077	
Total Liabilities & Fund Balance	\$	239,649	\$	1,219,354	\$	1,622,048	\$	3,081,051	
	*		Ψ.						

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual		
	Budget	Thr	Thru 03/31/23		u 03/31/23	Variance	
Revenues:							
Assessments - On Roll	\$ 337,451	\$	301,479	\$	301,479	\$	-
Assessments - Direct Bill	\$ 13,811	\$	10,358	\$	10,358	\$	-
Developer Contributions	\$ 107,683	\$	-	\$	-	\$	-
Total Revenues	\$ 458,945	\$	311,837	\$	311,837	\$	-
Expenditures:							
<u>General & Administrative:</u>							
Supervisor Fees	\$ 10,000	\$	5,000	\$	600	\$	4,400
Engineer Fees	\$ 10,000	\$	5,000	\$	-	\$	5,000
Attorney Fees	\$ 25,000	\$	12,500	\$	1,980	\$	10,520
Annual Audit	\$ 6,000	\$	-	\$	-	\$	-
Assessment Adminstration	\$ 5,000	\$	5,000	\$	5,000	\$	-
Dissemination	\$ 8,000	\$	3,000	\$	3,000	\$	-
Arbitrage	\$ 1,800	\$	900	\$	900	\$	-
Trustee Fees	\$ 16,160	\$	6,734	\$	6,734	\$	-
Management Fees	\$ 37,853	\$	18,926	\$	18,927	\$	(0)
Information Technology	\$ 1,800	\$	900	\$	900	\$	-
Website Maintenance	\$ 1,200	\$	600	\$	600	\$	-
Postage & Delivery	\$ 500	\$	250	\$	362	\$	(112)
Insurance	\$ 5,822	\$	5,822	\$	5,988	\$	(166)
Copies	\$ 350	\$	175	\$	-	\$	175
Legal Advertising	\$ 10,000	\$	5,000	\$	939	\$	4,061
Other Current Charges	\$ 2,700	\$	1,350	\$	269	\$	1,081
Office Supplies	\$ 350	\$	175	\$	10	\$	165
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	-
Total General & Administrative	\$ 142,710	\$	71,508	\$	46,384	\$	25,124

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pror	rated Budget		Actual				
		Budget		Thru 03/31/23		u 03/31/23	I	Variance		
Operations & Maintenance										
Field Expenditures										
Property Insurance	\$	5,000	\$	5,000	\$	8,695	\$	(3,695)		
Field Management	\$	15,750	\$	7,875	\$	7,875	\$	-		
Landscape Maintenance	\$	80,000	\$	40,000	\$	20,205	\$	19,795		
Landscape Replacement	\$	15,000	\$	7,500	\$	-	\$	7,500		
Streetlights	\$	16,764	\$	8,382	\$	7,528	\$	854		
Electric	\$	6,600	\$	3,300	\$	4,367	\$	(1,067)		
Water & Sewer	\$	25,185	\$	12,593	\$	4,459	\$	8,133		
Sidewalk & Asphalt Maintenance	\$	2,500	\$	1,250	\$	-	\$	1,250		
Irrigation Repairs	\$	7,500	\$	3,750	\$	917	\$	2,833		
General Repairs & Maintenance	\$	15,000	\$	7,500	\$	1,715	\$	5,785		
Contingency	\$	7,500	\$	3,750	\$	500	\$	3,250		
Subtotal Field Expenditures	\$	196,799	\$	100,900	\$	56,262	\$	44,637		
Amenity Expenditures										
Amenity - Electric	\$	12,540	\$	6,270	\$	8,537	\$	(2,267)		
Amenity - Water	\$	3,696	\$	1,848	\$	5,170	\$	(3,322)		
Playground Lease	\$	23,500	\$	11,750	\$	11,493	\$	257		
Internet	\$	2,500	\$	1,250	\$	365	\$	885		
Pest Control	\$	600	\$	300	\$	936	\$	(636)		
Janitorial Service	\$	6,600	\$	3,300	\$	3,275	\$	25		
Amenity Access	\$	34,000	\$	17,000	\$	2,500	\$	14,500		
Security Services	\$	18,000	\$	9,000	\$	3,756	\$	5,244		
Pool Maintenance	\$	5,000	\$	2,500	\$	9,250	\$	(6,750)		
Amenity Repairs & Maintenance	\$	5,000	\$	2,500	\$	1,451	\$	1,049		
Contingency	\$	3,000	\$	1,500	\$	1,782	\$	(282)		
Subtotal Amenity Expenditures	\$	114,436	\$	57,218	\$	48,515	\$	8,703		
Total Operations & Maintenance	\$	311,235	\$	158,118	\$	104,778	\$	53,340		
	Ψ	511,255	Ψ	130,110	Ψ	104,770	Ψ	55,540		
Total Expenditures	\$	453,945	\$	229,625	\$	151,161	\$	78,464		
Excess (Deficiency) of Revenues over Expenditures	\$	5,000	\$	82,212	\$	160,676	\$	(78,464)		
Other Financing Sources/(Uses):										
Transfer In/(Out)	\$	(5,000)	\$	-	\$	-	\$	-		
Total Other Financing Sources/(Uses)	\$	(5,000)	\$	-	\$	-	\$	-		
		(_,)	+				~			
Net Change in Fund Balance	\$	-			\$	160,676				
Fund Balance - Beginning	\$	-			\$	71,428				
Fund Balance - Ending	\$	-			\$	232,104				
r unu bulance - Linung	φ	-			φ	232,104				

Community Development District

Debt Service Fund Series 2020 A1 & A2

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Pror	Prorated Budget		Actual		
	Budget		Thr	Thru 03/31/23		Thru 03/31/23		Variance
Revenues:								
Assessments - A1	\$	442,500	\$	395,331	\$	395,331	\$	-
Assessments - A2	\$	71,200	\$	-	\$	-	\$	-
Interest	\$	-	\$	-	\$	9,216	\$	9,216
Total Revenues	\$	513,700	\$	395,331	\$	404,548	\$	9,216
Expenditures:								
<u>Series 2020 A 1</u>								
Interest - 11/1	\$	144,384	\$	144,384	\$	144,384	\$	-
Principal - 5/1	\$	155,000	\$	-	\$	-	\$	-
Interest - 5/1	\$	144,384	\$	-	\$	-	\$	-
Series 2020 A2								
Interest - 11/1	\$	23,678	\$	23,678	\$	23,678	\$	-
Principal - 5/1	\$	20,000	\$	-	\$	-	\$	-
Interest - 5/1	\$	23,678	\$	-	\$	-	\$	-
Total Expenditures	\$	511,125	\$	168,063	\$	168,063	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	2,575	\$	227,269	\$	236,485	\$	9,216
Other Financing Sources/(Uses):								
Transfer In/(Out)	\$	-	\$	-	\$	(221,250)	\$	(221,250)
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	(221,250)	\$	(221,250)
Net Change in Fund Balance	\$	2,575			\$	15,235		
Fund Balance - Beginning	\$	174,292			\$	680,770		
Fund Balance - Ending	\$	176,867			\$	696,006		

Community Development District

Debt Service Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Pror	Prorated Budget		Actual		
		Budget	Thr	Thru 03/31/23		ru 03/31/23	V	ariance
Revenues:								
Assessments	\$	511,731	\$	-	\$	-	\$	-
Interest	\$	-	\$	-	\$	8,352	\$	8,352
Total Revenues	\$	511,731	\$	-	\$	8,352	\$	8,352
Expenditures:								
Series 2022								
Interest - 11/1	\$	148,122	\$	148,122	\$	148,122	\$	-
Principal - 5/1	\$	120,000	\$	-	\$	-	\$	-
Interest - 5/1	\$	196,044	\$	-	\$	-	\$	-
Total Expenditures	\$	464,166	\$	148,122	\$	148,122	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	47,565	\$	(148,122)	\$	(139,770)	\$	8,352
Other Financing Sources/(Uses):								
Transfer In/(Out)	\$	-	\$	-	\$	1,641	\$	1,641
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	1,641	\$	1,641
Net Change in Fund Balance	\$	47,565			\$	(138,129)		
Fund Balance - Beginning	\$	148,346			\$	661,477		
Fund Balance - Ending	\$	195,912			\$	523,348		

Community Development District

Capital Projects Fund Series 2020 A1 & A2

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prora	Prorated Budget		Actual	
	Bud	get	Thru	03/31/23	Thr	ru 03/31/23	Variance
Revenues							
Interest	\$	-	\$	-	\$	239	\$ 239
Total Revenues	\$	-	\$	-	\$	239	\$ 239
Expenditures:							
Capital Outlay	\$	-	\$	-	\$	221,251	\$ (221,251)
Total Expenditures	\$	-	\$	-	\$	221,251	\$ (221,251)
Excess (Deficiency) of Revenues over Expenditures	\$	-	\$	-	\$	(221,012)	\$ 442,739
Other Financing Sources/(Uses)							
Transfer In/(Out)	\$	-	\$	-	\$	221,250	\$ 221,250
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	221,250	\$ 221,250
Net Change in Fund Balance	\$	-			\$	238	
Fund Balance - Beginning	\$	-			\$	7,559	
Fund Balance - Ending	\$	-			\$	7,797	

Community Development District

Capital Projects Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopte	d	Prorat	ed Budget		Actual	
	Budge	t	Thru (3/31/23	Th	ru 03/31/23	Variance
Revenues							
Interest	\$	-	\$	-	\$	81,652	\$ 81,652
Total Revenues	\$	-	\$	-	\$	81,652	\$ 81,652
Expenditures:							
Capital Outlay	\$	-	\$	-	\$	5,048,415	\$ (5,048,415)
Capital Outlay - COI	\$	-	\$	-	\$	5,900	\$ (5,900)
Total Expenditures	\$	-	\$	-	\$	5,054,315	\$ (5,054,315)
Excess (Deficiency) of Revenues over Expenditures	\$	-	\$	-	\$	(4,972,663)	\$ 5,134,326
Other Financing Sources / (Uses)							
Transfer In/(Out)	\$	-	\$	-	\$	(1,641)	\$ (1,641)
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	(1,641)	\$ (1,641)
Net Change in Fund Balance	\$	-			\$	(4,974,304)	
Fund Balance - Beginning	\$	-			\$	6,582,126	
Fund Balance - Ending	\$	-			\$	1,607,823	

Cypress Park Estates Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - On Roll	\$ - \$	5,786 \$	196,970 \$	81,033 \$	14,706 \$	2,983 \$	- \$	- \$	- \$	- \$	- \$	- \$	301,479
Assessments - Direct	\$ - \$	- \$	6,906 \$	- \$	3,453 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	10,358
Developer Contributions	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Revenues	\$ - \$	5,786 \$	203,876 \$	81,033 \$	18,159 \$	2,983 \$	- \$	- \$	- \$	- \$	- \$	- \$	311,837
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 600 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	600
Engineer Fees	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Attorney Fees	\$ 836 \$	481 \$	20 \$	58 \$	587 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,980
Annual Audit	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Assessment Adminstration	\$ 5,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Dissemination	\$ 500 \$	500 \$	500 \$	500 \$	500 \$	500 \$	- \$	- \$	- \$	- \$	- \$	- \$	3,000
Arbitrage	\$ - \$	900 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	900
Trustee Fees	\$ - \$	- \$	6,734 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	6,734
Management Fees	\$ 3,154 \$	3,154 \$	3,154 \$	3,154 \$	3,154 \$	3,154 \$	- \$	- \$	- \$	- \$	- \$	- \$	18,927
Information Technology	\$ 150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	- \$	- \$	- \$	- \$	- \$	- \$	900
Website Maintenance	\$ 100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	- \$	- \$	- \$	- \$	- \$	- \$	600
Postage & Delivery	\$ 14 \$	11 \$	94 \$	194 \$	28 \$	22 \$	- \$	- \$	- \$	- \$	- \$	- \$	362
Insurance	\$ 5,988 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,988
Copies	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Legal Advertising	\$ 939 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	939
Other Current Charges	\$ 39 \$	39 \$	39 \$	39 \$	39 \$	74 \$	- \$	- \$	- \$	- \$	- \$	- \$	269
Office Supplies	\$ 1 \$	6 \$	1 \$	0 \$	1 \$	1 \$	- \$	- \$	- \$	- \$	- \$	- \$	10
Dues, Licenses & Subscriptions	\$ 175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative	\$ 17,496 \$	5,341 \$	10,792 \$	4,195 \$	4,559 \$	4,001 \$	- \$	- \$	- \$	- \$	- \$	- \$	46,384

Community Development District

Month to Month

Nov Dec March April May Aug Sept Total Jan June **Operations & Maintenance Field Expenditures** Property Insurance \$ 8.695 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 8,695 Field Management \$ 1,313 \$ 1,313 \$ 1,313 \$ 1,313 \$ 1,313 \$ 1,313 \$ - \$ - \$ - \$ - \$ - \$ - \$ 7,875 Landscape Maintenance 3.368 \$ 3.368 \$ 3.368 \$ \$ 3.368 \$ 3.368 \$ 3.368 \$ - \$ - \$ - \$ - \$ - \$ - \$ 20.205 Landscape Replacement \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -Streetlights \$ 1,247 \$ 1,247 \$ 1,247 \$ 1,247 \$ 1,271 \$ 1,271 \$ - \$ - \$ - \$ -\$ - \$ - \$ 7,528 Electric \$ 165 \$ 292 \$ 345 \$ 362 \$ 2.786 \$ 417 \$ - \$ - \$ - \$ - \$ - \$ 4.367 - \$ 733 \$ 573 \$ Water & Sewer \$ 1,204 \$ 664 \$ 614 \$ 671 \$ - \$ - \$ - \$ - \$ - \$ - \$ 4,459 Sidewalk & Asphalt Maintenance \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ Irrigation Repairs \$ 377 \$ 231 \$ - \$ 216 \$ - \$ 93 \$ - \$ - \$ - \$ - \$ - \$ - \$ 917 General Repairs & Maintenance \$ - \$ 1,413 \$ - \$ 303 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 1,715 Contingency \$ - \$ - \$ 500 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 500 - \$ Subtotal Field Expenditures \$ 15,896 \$ 9.065 \$ 7,436 \$ 7,422 \$ 9,407 \$ 7.034 \$ - \$ - \$ - \$ - \$ - \$ 56,262 Amenity Expenditures Amenity - Electric \$ 1,304 \$ 1,144 \$ 1,269 \$ 1,503 \$ 1,615 \$ 1,702 \$ - \$ - \$ - \$ - \$ - \$ - \$ 8,537 - \$ Amenity - Water \$ 582 \$ 1.256 \$ 805 \$ 831 \$ 861 \$ 835 \$ - \$ - \$ - \$ - \$ - \$ 5.170 Playground Lease \$ 1,915 \$ 1,915 \$ 1,915 \$ 1,915 \$ 1,915 \$ 1,915 \$ - \$ - \$ - \$ - \$ - \$ - \$ 11,493 \$ 146 \$ 146 \$ - \$ 73 \$ Internet - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 365 40 \$ Pest Control \$ 736 \$ 40 \$ 40 \$ 40 \$ 40 \$ - \$ - \$ - \$ - \$ - \$ - \$ 936 Janitorial Service \$ 625 \$ 625 \$ 625 \$ 675 \$ 725 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 3,275 Amenity Access \$ 417 \$ 417 \$ 417 \$ 417 \$ 417 \$ 417 \$ - \$ - \$ - \$ - \$ - \$ - \$ 2,500 Security Services \$ 1,523 \$ - \$ - \$ - \$ 1,505 \$ 729 \$ - \$ - \$ - \$ - \$ - \$ - \$ 3,756 Pool Maintenance 1.750 \$ 1.500 \$ 1.500 \$ 1.500 \$ 1.500 \$ 1.500 \$ \$ - \$ - \$ - \$ - \$ - \$ - \$ 9.250 Amenity Repairs & Maintenance \$ 873 \$ 303 \$ 275 \$ - \$ - \$ - \$ - \$ - \$ 1,451 - \$ - \$ - \$ - \$ Contingency \$ - \$ - \$ 150 \$ 1,332 \$ 150 \$ 150 \$ - \$ - \$ - \$ - \$ - \$ - \$ 1,782 Subtotal Amenity Expenditures \$ 9,725 \$ 7,044 \$ 6,721 \$ 8,662 \$ 9,002 \$ 7,361 \$ - \$ - \$ - \$ - \$ - \$ - \$ 48,515 **Total Operations & Maintenance** \$ 25,621 \$ 16,109 \$ 14,158 \$ 16,084 \$ 18,410 \$ 14,395 \$ - \$ - \$ - \$ - \$ - \$ - \$ 104,778 **Total Expenditures** \$ 43,117 \$ 21,450 \$ 24,950 \$ 20,279 \$ 22,968 \$ 18,397 \$ - \$ - \$ - \$ - \$ - \$ - \$ 151,161 Excess (Deficiency) of Revenues over Expenditures (43,117) \$ (15,665) \$ (4,810) \$ (15,413) \$ \$ Other Financing Sources/Uses: Transfer In/(Out) \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ Total Other Financing Sources/Uses \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ \$ (43,117) \$ - \$ - \$ Net Change in Fund Balance (15,665) \$ 178,926 \$ 60,754 \$ (4,810) \$ (15,413) \$ - \$ - \$ - \$ - \$ 160,676

Community Development District

Long Term Debt Report

Series 2020-A1, Special Assessment Revenue Bonds

Current Bonds Outstanding		\$7,620,000
Less: Principal Payment - 5/1/22		(\$150,000)
Bonds Outstanding - 11/12/2020		\$7,770,000
Reserve Fund Balance	\$221,250	
Reserve Fund Requirement	\$221,250	
Reserve Fund Definition	50% Maximum Annual Debt Service	
Maturity Date:	5/1/2051	
Interest Rate:	2.625%, 3.250%, 3.875%, 4.000%	

Series 2020-A2, Special Assessment Revenue Bonds

Interest Rate:
Maturity Date:
Reserve Fund Definition
Reserve Fund Requirement
Reserve Fund Balance

Bonds Outstanding - 11/12/2020 Less: Principal Payment - 5/1/22

4.000%, 4.125% 5/1/2051 Maximum Annual Debt Service \$71,156 \$71,156

\$1,185,000 (\$20,000)

\$1,165,000

Current Bonds Outstanding

Series 2022, Special Assessment Revenue Bonds

Current Bonds Outstanding		\$7,865,000
Bonds Outstanding - 06/15/2022		\$7,865,000
Reserve Fund Balance	\$511,731	
Reserve Fund Requirement	\$511,731	
Reserve Fund Definition	Maximum Annual Debt Service	
Maturity Date:	5/1/2052	
Interest Rate:	4.375%, 4.750%, 5.000%, 5.125%	

CYPRESS PARK ESTATES

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts

Fiscal Year 2023

						Gross Assessments	\$ 362,850.0	0 \$	475,807.86	\$ 838,657.86
						Net Assessments	\$ 337,450.5	0 \$	442,501.31	\$ 779,951.81
				ON ROLL ASS	ESSMENTS					
							43.27%		56.73%	100.00%
								ź	2020 AA1 Debt	
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	General Fund		Service	Total
11/21/22	11/1-11/6/22	\$7,107.27	(\$284.28)	(\$136.46)	\$0.00	\$6,686.53	\$2,892.9	6	\$3,793.57	\$6,686.53
11/25/22	11/7-11/13/22	\$7,107.27	(\$284.28)	(\$136.46)	\$0.00	\$6,686.53	\$2,892.9	6	\$3,793.57	\$6,686.5
12/12/22	11/14/22-11/23/22	\$196,634.47	(\$7,865.08)	(\$3,775.39)	\$0.00	\$184,994.00	\$80,038.6	9	\$104,955.31	\$184,994.0
12/21/22	11/24/22-11/30/22	\$163,467.21	(\$6,538.44)	(\$3,138.58)	\$0.00	\$153,790.19	\$66,538.1	8	\$87,252.01	\$153,790.1
12/23/22	12/1/22-12/15/22	\$132,669.04	(\$5,259.16)	(\$2,548.20)	\$0.00	\$124,861.68	\$54,022.1	0	\$70,839.58	\$124,861.6
12/31/22	1% ADJ	(\$8,386.58)	\$0.00	\$0.00	\$0.00	(\$8,386.58)	(\$3,628.5	0)	(\$4,758.08)	(\$8,386.5
01/13/23	12/16/22-12/31/22	\$199,003.56	(\$7,888.74)	(\$3,822.30)	\$0.00	\$187,292.52	\$81,033.1	5	\$106,259.37	\$187,292.5
02/16/23	1/1/23-1/31/23	\$35,536.35	(\$852.69)	(\$693.67)	\$0.00	\$33,989.99	\$14,705.9	6	\$19,284.03	\$33,989.9
03/17/23	2/1/23-2/28/23	\$7,107.27	(\$71.04)	(\$140.72)	\$0.00	\$6,895.51	\$2,983.3	8	\$3,912.13	\$6,895.5
	TOTAL	\$ 740,245.86	\$ (29,043.71)	\$ (14,391.78)	\$-	\$ 696,810.37	\$ 301,478.8	8\$	395,331.49	\$ 696,810.3

89%Net Percent Collected\$ 83,141.44Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

ERPC East Johnson	LLC						
2023-01	Area 1 &2		Net Assessments	\$590,229.76	\$13,811.00	\$66,956.26	\$509,462.50
Date	Due	Check	Net	Amount	General	Series 2020 AA2	Series 2022
Received	Date	Number	Assessed	Received	Fund	Debt Service Fund	Debt Service Fund
12/6/22	12/1/22	5015	\$6,905.50	\$6,905.50	\$6,905.50		
2/2/23	2/1/23	5025	\$3,452.75	\$3,452.75	\$3,452.75		
	4/1/23		\$359,721.88				
	5/1/23		\$3,452.75				
	10/1/23		\$216,696.88				
			\$ 590,229.76	\$ 10,358.25	\$ 10,358.25	\$-	\$-

SECTION 3

Change Request

To: CYPRESS PARK ESTATES COMMUNITY 219 EAST LIVINGSTON STREET ORLANDO, FL 32801 Number: 6 Date: 2/1/2023 Job: 22-767 KRPC:CYPRESS PARK PH II&III Phone:

Description: CO 6

We are pleased to offer the following specifications and pricing to make the following changes:		
This change order is for the executed COR#005 - Cypress Park Estates Ph 3 Electrical Crossings.		
The total direct cost to perform this work is (Please refer to attached sheet for details.)		\$48,339.04
	Total:	\$48,339.04
If you have any questions, please contact me at (863)299-2262.		
n you have any questions, please contact me at (000)235-2202.		

Submitted by: Mack Banner TUCKER PAVING INC Approved by:



To:	Gadd & Associates, LLC		Contact:	Rodney Gadd	
Address:	1925 US Highway 98 South, Suite 201		Phone:	863-940-9979	
	Lakeland, FL 33801		Fax:		
Project Name:	CYPRESS PARK ESTATES PHASE 3 - COR#005		Bid Number:	22-492	
Project Location:	Baker Dairy Road, Haines City, FL		Bid Date:	1/25/2023	
Addendum #:	COR#005				
The cost associated wi	th this pricing is for electrical sleeves installation	at road crossings only.			
Item Description		Estimated Quantity	Unit	Unit Price	Total Price
GENERAL COND	ITIONS				
Payment And Perform	nance Bond	1.00	LS	\$925.14	\$925. 14
Warranty Bond		1,00	LŞ	\$116.93	\$116.93
Construction Layout	& As-Builts	1.00	LS	\$3,362.57	\$3,362.57
	Total Price f	or above GENERAL CO	NDITIONS Ite	ms:	\$4,404.64
ELECTRICAL					
3" Grey SCH 40 Elect	rical Sleeve	2,260.00	LF	\$19.44	\$43,934.40
	-	otal Price for above EL	ECTRICAL The	1001	\$43,934.40

Total Bid Price: \$48,339.04

Notes:

• *** ALL BASE BID CLARIFICATIONS, NOTES, AND EXCLUSIONS APPLY.

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and hereby accepted.	Tucker Paving, Inc.
Buyer: Cypress Park Estates CDD	\square
Signature:	Authorized Signature:
Date of Acceptance: 2/0/23	Estimator: Kyle Allen 863-299-2262 kallen@tuckerpaving.com

Change Request

To: CYPRESS PARK ESTATES COMMUNITY 219 EAST LIVINGSTON STREET ORLANDO, FL 32801 Number: 7 Date: 2/1/2023 Job: 22-767 KRPC:CYPRESS PARK PH II&III Phone:

Description: CO 7

We are pleased to offer the following specifications and pricing to make the following changes:		
This change order is for the xecuted COR#006 - Cypress Park Estates Ph 2 Electrical Crossings.		
The total direct cost to perform this work is (Please refer to attached sheet for details.)		\$84,919.68
	Total:	\$84,919.68
If you have any questions, please contact me at (863)299-2262.		

Submitted by: Mack Banner TUCKER PAVING INC Approved by:



То:	Gadd & Associates, LLC		Contact:	Rodney Gadd	
Address:	1925 US Highway 98 South, Sulte 201		Phone:	863-940-9979	
	Lakeland, FL 33801		Fax:		
Project Name:	CYPRESS PARK ESTATES PHASE 2 - COR#006		Bid Number:	22-444	
Project Location:	Baker Dairy Road, Haines City, FL		Bid Date:	1/25/2023	
Addendum #:	COR#006				
The cost associated wi	th this pricing is for electrical sleeves installation	at road crossings only.			
Item Description		Estimated Quantity	Unit	Unit Price	Total Price
GENERAL COND	ITIONS				
Payment And Performance Bond		1.00	LS	\$1,653.97	\$1,653.97
Warranty Bond		1.00	LS	\$208.05	\$208.05
Construction Layout & As-Builts		1.00	LS	\$4,635.26	\$4,635.26
	Total Price f	or above GENERAL CO	NDITIONS Iter	ms:	\$6,497.28
ELECTRICAL					
3" Grey SCH 40 Electrical Sleeve		3,920.00	LF	\$19 .44	\$76,204.80
1.5" Grey SCH 40 Ele	ectrical Sleeve	160.00	LF	\$13.86	\$2,217.60
		Total Price for above ELECTRICAL Items:			\$78,422.40

Total Bid Price:

\$84,919.68

Notes:

• *** ALL BASE BID CLARIFICATIONS, NOTES, AND EXCLUSIONS APPLY.

ACCEPTED:	CONFIRMED:		
The above prices, specifications and conditions are satisfactory and hereby accepted.	Tucker Paving, Inc.		
Buyer: apress park Estates cob			
Signature:	Authorized Signature:		
Date of Acceptance: 2-6-33	Estimator: Kyle Allen 863-299-2262 kallen@tuckerpaving.com		

SECTION XIV

Closed Board Security Discussion