

**CYPRESS MILL  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
SPECIAL ORGANIZATIONAL MEETING  
JUNE 20, 2018**

**CYPRESS MILL  
COMMUNITY DEVELOPMENT DISTRICT AGENDA  
WEDNESDAY, JUNE 20, 2018  
2:00 P.M.**

The Offices of Meritus  
Located at 2005 Pan Am Circle, Suite 120, Tampa, FL 33607

<b>District Board of Supervisors</b>	Supervisor Supervisor Supervisor Supervisor Supervisor	Brady Lefere Laura Coffey Ben Gainer Becky Wilson Craig Wiggins
<b>District Manager</b>	Meritus	Brian Lamb Brian Howell
<b>District Attorney</b>	Straley Robin Vericker	John Vericker
<b>District Engineer</b>	Clearview Land Design	Chris O’Kelley

*All cellular phones and pagers must be turned off while in the meeting room*

**The District Agenda is comprised of four different sections:**

The meeting will begin at **2:00 p.m.** with the seventh section called **Business Matters**. The business matters section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Agendas can be reviewed by contacting the Manager’s office at (813) 397-5120 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The ninth section is called **Administrative Matters**. The Administrative Matters section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The tenth section is called **Staff Reports**. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final sections are called **Board Members Comments and Public Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to **three (3) minutes** for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT ADMINSTRATOR OUTSIDE THE CONTEXT OF THIS MEETING.**

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 397-5120, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

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

June 20, 2018  
 Board of Supervisors  
**Cypress Mill Community Development District**

*Dear Board Members:*

The Special Organizational Meeting of Cypress Mill Community Development District will be held on **June 20, 2018 at 2:00 p.m.** at the Offices of Meritus located at 2005 Pan Am Circle, Suite 120, Tampa, FL 33607. Following is the Agenda for the Meeting:

**Call In Number: 1-866-906-9330**

**Access Code: 4863181**

- 1. CALL TO ORDER**
  - A. Overview of Meeting Procedures and Decorum
- 2. PUBLIC COMMENT PERIOD**
- 3. ADMINISTER OATHS OF OFFICE TO BOARD ASSIGNED IN PETITION**
- 4. SEAT NEW BOARD MEMBERS**
  - A. Overview of Forms, Sunshine Amendment, Code of Ethics, Supervisor Responsibilities
- 5. APPOINTMENT OF OFFICERS – Resolution 2018-01 ..... Tab 01**
  - A. Chairman
  - B. Vice Chairman
  - C. Secretary
  - D. Treasurer
  - E. Assistant Secretaries
- 6. APPOINTMENT OF CONSULTANTS**
  - A. Consider Appointment of District Manager/Assessment Consultant – **Resolution 2018-02 Tab 02**
  - B. Designation of Registered Agent/Office – **Resolution 2018-03 ..... Tab 03**
  - C. Consider Appointment of District General Counsel – **Resolution 2018-04..... Tab 04**
  - D. Consider Appointment of Interim District Engineer – **By Motion**
    - i. Authorize RFQ for District Engineer
  - E. Consider Appointment of Bond Counsel – **Greenberg Traurig PA..... Tab 05**
  - F. Consider Appointment of Investment Banker – **FMS Bonds ..... Tab 06**
  - G. Consider Appointment of Trustee – **US Bank ..... Tab 07**
- 7. BUSINESS MATTERS**
  - A. Approve Notice of Establishment- **Resolution 2018-05 ..... Tab 08**
  - B. Consider Policy of Compensation for Board Members – **Resolution 2018-06..... Tab 09**
  - C. Consider Policy of Reimbursement of District Travel Expenses – **Resolution 2018-07 ..... Tab 10**
  - D. Consider Designation of Local Records Office – **Resolution 2018-08..... Tab 11**
  - E. Consider District Records Retention Schedule – **Resolution 2018-09 ..... Tab 12**
  - F. Consider Fiscal Year 2018 Regular Meeting Schedule and Location-**Resolution 2018-10.. Tab 13**
  - G. Consider Fiscal Year 2019 Regular Meeting Schedule and Location-**Resolution 2018-11.. Tab 14**
  - H. Consider Landowners’ Meeting Date, Time and Location- **Resolution 2018-12 ..... Tab 15**
  - I. Consider Proposed FY 2017/2018 & FY 2018/2019 Annual Budget & Set Public Hearing – **Resolution 2018-13 ..... Tab 16**
  - J. Consider 2017-2018 Developer Funding Agreement ..... **Tab 17**
  - K. Consider 2018-2019 Developer Funding Agreement ..... **Tab 18**
  - L. Set Public Hearing for Uniform Method of Collections – **Resolution 2018-14..... Tab 19**
  - M. Consider Rules of Procedure & Setting Public Hearing - **Resolution 2018-15 ..... Tab 20**
  - N. Consider Policy Re: Support & Legal Defense for Board & Staff- **Resolution 2018-16 ..... Tab 21**
  - O. Authorization to obtain General Liability and Public Officers Insurance-**By Motion**
  - P. Consider Designation of a Qualified Public Depository- **Resolution 2018-17..... Tab 22**
  - Q. Authorization of Signatories- **Resolution 2018-18 ..... Tab 23**
  - R. Authorization to Disburse Funds for Expenses- **Resolution 2018-19 ..... Tab 24**

S. Consider Adoption of Investment Policy- <b>Resolution 2018-20</b> .....	<b>Tab 25</b>
T. Consider Approval of Florida Statewide Mutual Aid Agreement- <b>Resolution 2018-21</b> .....	<b>Tab 26</b>
U. Consider Provisions for Public Comments – <b>Resolution 2018-22</b> .....	<b>Tab 27</b>
V. Consideration of Development Acquisition Agreement.....	<b>Tab 28</b>
W. Consideration of Promissory Note.....	<b>Tab 29</b>
X. Consideration of Bill of Sale – Lennar .....	<b>Tab 30</b>
<b>8. PRELIMINARY REPORT PRESENTATION – ASSESSMENT BONDS</b>	
A. Preliminary Report of Engineer.....	<b>Tab 31</b>
B. Preliminary Special Assessment Allocation (Methodology) Report .....	<b>Tab 32</b>
C. Consider Declaring Special Assessments – <b>Resolution 2018-23</b> .....	<b>Tab 33</b>
D. Set Public Hearing for Declaring Special Assessments – <b>Resolution 2018-24</b> .....	<b>Tab 34</b>
E. Authorizing Issuance of Bonds/Filing of Validation Complaint - <b>Resolution 2018-25</b> .....	<b>Tab 35</b>
i. Master Trust Indenture	
F. Consider Authorization of Chairman to Accept or Execute Certain Documents <b>Resolution 2018-26</b> .....	<b>Tab 36</b>
G. Other Matters Relating to Financing	
<b>9. ADMINISTRATIVE MATTERS</b>	
A. Request for Working Capital – <b>By Motion</b>	
<b>10. STAFF REPORTS</b>	
A. District Counsel	
B. District Manager	
C. District Engineer	
<b>11. BOARD MEMBERS COMMENTS</b>	
<b>12. PUBLIC COMMENTS</b>	
<b>13. ADJOURNMENT</b>	

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 397-5120.

Sincerely,



Brian Lamb, CEO  
Meritus

**RESOLUTION 2018-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
DESIGNATING THE OFFICERS OF CYPRESS MILL  
COMMUNITY DEVELOPMENT DISTRICT AND  
PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the initial supervisors have taken and subscribed to the oath of office per F.S. 190.006(4); and

**WHEREAS**, the Board of Supervisors (hereinafter the “Board”) now desires to organize by designating the Officers of the District per F.S. 190.006(6).

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

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

_____	Chairman
_____	Vice-Chairman
<u>Brian Lamb</u>	Secretary
<u>Eric Davidson</u>	Treasurer
<u>Brian Howell</u>	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

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

**PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF JUNE, 2018.**

**ATTEST:**

**CYPRESS MILL COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman

**RESOLUTION 2018-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER; APPOINTING A FINANCIAL ADVISOR IN CONTEMPLATION OF THE ISSUANCE OF SPECIAL ASSESSMENT BONDS; APPOINTING A DESIGNATED INVESTMENT REPRESENTATIVE TO ADMINISTER INVESTMENT DIRECTION WITH REGARD TO DISTRICT FUNDS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Cypress Mill 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 entirely within the county of Hillsborough, Florida; and

**WHEREAS**, the Board of Supervisors of the District (hereinafter the “Board”) must employ and fix compensation of a District Manager; and

**WHEREAS**, the Board desires to appoint a Financial Advisor to advise regarding the proposed issuance of Special Assessment Bonds and other financing methods for District improvements; and

**WHEREAS**, the Board desires to appoint an Investment Representative to direct and advise on the investment of District funds including, but not limited to directing the assigned Trustee; to invest District funds consistent with any and all Indentures and to maximize return; and

**WHEREAS**, the Board has determined that the appointment of a Financial Advisor and Investment Representative is necessary; and

**WHEREAS**, the Board desires to appoint a District Manager, Financial Advisor and Investment Representative and to provide compensation for their services.

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

**Section 1.** Meritus Districts, LLC is appointed as District Manager, Financial Advisor, and Designated Investment Representative and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.

**Section 2.** This authorization shall be continuing in nature until revoked by the District.

**Section 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 20<sup>TH</sup> DAY OF JUNE, 2018.**

**ATTEST:**

**CYPRESS MILL  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
**SECRETARY/ASSISTANT SECRETARY**

\_\_\_\_\_  
**CHAIRMAN**

**AGREEMENT BETWEEN  
CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT  
AND MERITUS DISTRICTS  
FOR MANAGEMENT AND FINANCIAL SERVICES**

THIS AGREEMENT, is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT, (the "**District**"), whose mailing address is 2005 Pan Am Circle Suite 120, Tampa, Florida 33607 and the firm of District Management Services, LLC, d/b/a Meritus Districts, (the "**Manager**"), whose mailing address is 2005 Pan Am Circle Suite 120, Tampa, Florida 33607.

WITNESSETH:

WHEREAS, the District desires to employ the services of the Manager for the purpose of providing non-exclusive management, financial and miscellaneous services for the CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT names required to meet the needs of the District during the contract period; and

WHEREAS, the Manager desires to assist the District with such matters.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

1. The District hereby engages the Manager for the services described in **Exhibit "A"** attached hereto and incorporated by reference herein (the "**Scope of Services**").
2. The District agrees to compensate the Manager in accordance with the fee schedule set forth in **Exhibit "B"** attached hereto and incorporated by reference herein (the "**Fee Schedule**"), which amount shall be payable in equal monthly installments no later than the last day of each month for which the services are provided, and may be amended annually as evidenced by the budget approved by the Board of Supervisors of the District (the "**Board**"). The total and cumulative amount of this Agreement shall not exceed the amount of funds annually budgeted for these services. In addition, the District agrees to compensate the Manager for reasonable, reimbursable expenses incurred during the course of performance of this Agreement, including, but not limited to, out-of-pocket expenses for travel, express mail, computerized research, word processing charges, long distance telephone, postage, photocopying, courier, and computer services as outlined within the Fee Schedule. The fees for the first and last month services under this agreement shall be pro-rated based upon the number of days in which the Manager provided services during that month.
3. Subject to the provisions for termination as set forth below, the term of this Agreement shall begin on the \_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_\_. This agreement shall be automatically renewable each Fiscal Year of the District (October 1 – September 30), unless otherwise terminated by either party. The Agreement may be terminated as follows:
  - a. Upon written notice by the District for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by Manager, unless Paragraph "C" of this section applies; or



- b. Upon the dissolution or court-declared invalidity of the District; or
  - c. By either party, for any reason, upon sixty (60) days written notice provided; however, should this Agreement be terminated, Manager will take all reasonable and necessary actions to transfer all the books and records of the District in his possession in an orderly fashion to the District or its designee.
4. The Manager shall devote such time as is necessary to complete the duties and responsibilities assigned to the Manager under this Agreement.
  5. The Manager shall indemnify and hold harmless the District from and against any and all liabilities, claims, losses, actions, damages, judgments, costs and expenses of whatever nature, including counsel fees and costs, incurred by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of any property, violations of law, or otherwise in connection with: (i) the acts or omissions of the Manager or its related parties relating in any way to the performance or nonperformance, as the case may be, of the services in connection with the Agreement or (ii) the failure by the Manager to comply with the requirements or provisions of the Agreement.
  6. Prior to commencing the services under this Agreement, at all times during the term of this Agreement, the Manager shall maintain in full force and effect, at the Manager's expense, the following insurance: (i) Workers' Compensation insurance as required by applicable law, (ii) Commercial General Liability insurance, including personal injury, with limits not less than one million dollars (\$1,000,000) per occurrence, and (iii) Errors and Omissions insurance with limits not less than two million dollars (\$2,000,000). Manager shall require the insurers to give the District at least thirty (30) days prior written notice of modification or cancellation, and shall provide that the District be named as "a named additional insured". Upon execution of this Agreement, and thereafter from time to time upon request by the District, Manager shall provide the District with a certificate evidencing such insurance.
  7. The signature on this Agreement by the Manager shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
  8. The Manager represents that it presently has no interest and shall acquire no interest either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The Manager further represents that no person having any interest shall be employed for said performance.
  9. The Manager shall promptly notify the District in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Manager's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Manager may undertake and request an opinion of the District as to whether the association, interest or circumstance would, in the opinion of the District, constitute a conflict of interest if entered into by the Manager. The District agrees to notify the Manager of its opinion by certified mail within thirty (30) days of receipt of notification by the Manager. If, in the opinion of the District, the prospective business association, interest or



circumstance would not constitute a conflict of interest by the Manager, the District shall so state in its opinion and the association, interest, or circumstance shall not be deemed in conflict of interest with respect to services provided to the District by the Manager under the terms of this Agreement. This Agreement does not prohibit the Manager from performing services for any other special purpose-taxing district, and such Assignment shall not constitute a conflict of interest under this Agreement.

10. The Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Manager to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Manager any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
11. The Manager warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.
12. The Manager hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.
13. The District acknowledges that the Manager is not an attorney and may not render legal advice or opinions. Although the Manager may participate in the accumulation of information necessary for use in documents required by the District in order to finalize any particular matters, such information shall be verified by the District as to its correctness provided, however, that the District shall not be required to verify the correctness of any information originated by the Manager or the correctness of any information originated by the Manager which the Manager has used to formulate its opinions and advice given to the District.
14. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Hillsborough County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

15. All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the District shall be mailed to the following parties:

**District Management Services, LLC,  
D/b/a Meritus Districts**  
2005 PAN AM CIRCLE SUITE 120  
TAMPA, FLORIDA 33607  
ATTENTION: BRIAN K. LAMB

And

CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT  
2005 PAN AM CIRCLE SUITE 120  
TAMPA, FLORIDA 33607  
ATTENTION: BRIAN K. LAMB

**with a copy to:**

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16. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto. This Agreement supersedes and replaces all previous agreements between the Manager and the District
17. No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the anticipated type and amount of work to be performed during the next twelve (12) month period. Such evidence of price adjustments will be approved by the District in its adopted Fiscal Year Budget.

**(Intentionally left blank)**

IN WITNESS WHEREOF, the Board of Supervisors of the CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT has made and executed this Contract on behalf of the District and the Manager have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

**BOARD OF SUPERVISORS  
CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_, Chairman  
(Print Name)

**Signed and Sealed in the presence of:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

**DISTRICT MANAGEMENT SERVICES, LLC  
D/b/a MERITUS DISTRICTS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_, Manager  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)



## Exhibit "A"

### Scope of Services

#### A. Management Services

**1. District Management Services** - District Management Services to be provided to the CDD shall include the following:

- Attending all meetings of the Board of Supervisors ("Board") and provide the Board with meaningful dialogue of the issues before the Board for action.
- Prepare and mail all board agendas and/or meeting books in advance of the meetings.
- Identification of significant policies, including analysis of policy implementation with administrative and financial impact statement and effect on the District.
- Preparation of District Budget.
- Implementation of budget directives.
- Preparation of specifications and coordination for the following services:
  - Insurance, General Liability along with Directors and Officers Liability
  - Independent Auditor Services
  - Such other services as may be identified from time to time
- Provide all required annual disclosure information to the local government in the County in which the District resides:
  - Public Facilities Report
  - Designation of Registered Office and Registered Agent
  - Public Meeting Schedule
  - Audited Financial Statement
  - Ensure compliance with the following statutory requirements:
    - Facilitate, provide workspace and all documentation needed for Annual Financial Audit
    - Annual Financial Report
    - Public Depositor Report
    - Proposed Budget
  - Maintain and coordinate with District Engineer and Counsel for the compilation of District Map and Amendments
  - Public Facilities Report
  - Registered Office and Registered Agent
  - Regular Public Meeting Schedule
  - Provide Oath of Office and notary public for all newly elected members of the Board
  - Update District reporting requirements as the legislature periodically updates reporting requirements

**2. Administrative Services** - Recording Secretary Services to be provided to the District shall include the following:

- Prepare all Board Agendas and coordinate receipt of sufficient material for Board of Supervisors to make informed policy decisions
- Prepare and advertise all notices of meetings in an authorized newspaper of general circulation in the County in which the District is located
- Record and prepare minutes of all meetings of the Board of Supervisors including regular meetings, special meetings, workshops and public hearings
- Record meetings of the Board to maintain an accurate public record
- Maintain minutes and resolutions in perpetuity for the District and send to the appropriate governmental agencies in accordance with Florida Law
- Maintain District Seal
- Postage and Reproduction
- Printing and Binding of documents
- Satisfying public records requests in a timely manner

### **3. Website Development/Maintenance**

- Home Page - News, Events and a brief introduction explaining different municipal and non-profit entities (Homeowners Association) involved within the community and its operations.
- Government – Information listing State, County and City (if applicable) involvement with contact information/links.
- Community Development District – Levels of service explanations, responsibilities, budget, monthly agenda /minutes and contact information retroactive from the beginning of the current fiscal year.
- Homeowner Association - Information listing explanation, responsibilities, and contact information (as provided by the current HOA Manager).
- Community Events - View events listed on a community calendar.
- Maintain CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT calendar and post all CDD meetings in advance of the meeting date.
- Post monthly meeting books on the District website, which will include proposed meeting minutes.
- Post final meeting minutes on the District website within 30 days of approval by the Board
- Contact CDD Representatives - Submit an inquiry via web e-mail form to designated personnel.

### **4. Personnel Management Services**

- Maintain and update job descriptions for all staff positions
- Provide administrative support for the hiring and management of employees to include obtaining background checks and drug tests, managing employee benefits, maintaining current personnel manual and delivery of payroll checks and insuring all payroll taxes, reports and employee forms are submitted or delivered on time.
- Mediate Employee disputes
- Hiring of key employee staff with input and/or approval from the Board as desired.
- District Manager will conduct an annual review of all supervisory personnel
- District Manager will conduct monthly staff meeting to provide consulting and over-site of resident services and operations.

### **5. Facilities Management**

- Protect and monitor the maintenance and repair of District facilities to include; all structures, improvements and facilities on District land including landscaping, drainage, wetlands, clubhouse and amenities.
- Maintain a task list to insure the prompt and complete resolution of repairs, improvements and significant issues as identified by DMS and/or approved or directed by the Board of Supervisors.
- Develop, maintain and update a Reserve for Repair and Replacement Schedule to identify, plan and fund major capital repairs or replacements as needed. Include annual review and adjustment of the schedule in annual budget presentation.
- Solicit proposals and/or bids, provide analyses for the Board and oversee all projects which are identified on the Repair and Replacement Schedule or over \$5,000.00 in value.
- Create and maintain site maps and log explaining location of District facilities and insurance information.
- Provide on-call services for emergencies.

### **6. Field Services**

- Monitor all Landscaping, Irrigation, Wetland and Pond Maintenance Contracts for compliance issues and meet with vendors on-site to resolve failures or disputes raised or identified.
- Provide in-house expertise to provide vendor and staff oversight as it pertains to the maintenance of the District's landscaping, aquatics, and facilities.
- Within the first 30 days of the Agreement, evaluate the performance of all existing operational vendors, the scopes of services under which maintenance is currently conducted, and provide the Board with a report and recommendations.
- Develop and manage Requests for Proposals to include attendance at pre-bid meetings, bid openings and evaluation and recommendations to the Board.

- The Operations Manager will personally conduct monthly inspections of all landscaping, facilities and staff and provide reports to the Board.
- Once per month, the Operations Manager will conduct a walk-through with each major vendor. At a minimum, these vendors shall include the landscape maintenance vendor, aquatics vendor, pool maintenance vendor, and any other vendor as requested by the Board.
- All tasks and directives to the District's vendors shall be tracked and updated through an action item database specifically tailored to the District's needs.
- The Field Operations Inspector shall conduct community inspections on a minimum of once a month and work with the site employee to develop skills necessary to oversee pool maintenance, access card maintenance and contract compliance. The purpose of the inspections is to identify any community deficiencies, be available to assist the District's employees in their daily tasks, report on vendor progress, and communicate community status and issues to the Operations Manager.
- Schedule and meet with residents and the appropriate staff members and/or vendors to provide direction, assistance and or recommendations as appropriate in response to requests for information or assistance.
- Provide warning letters, cease and desist notices, and other appropriate communication in response to violations of rules and policies relating to conservation lands and SWFWMD compliance issues and community rule violations.
- Oversee the process of enforcement of parking rules and other directives as identified by the Board of Supervisors relating to the parks and other District lands.
- Schedule tasks for ongoing maintenance or repair of District lands and facilities and verify completion or progress. Use web-based task management program and keep current.
- Develop proposals and suggestions for improvements to the efficiency and/or quality of maintenance programs.
- Provide a monthly update to the District Manager for inclusion in his management report to the Board.

**7. Miscellaneous Services** - Miscellaneous Services provided to the District shall include the following:

- Rentals and Leases - Storage and control of public records

**B. Financial Services**

**1. Accounting** - Accounting Services to be provided to the District shall include the following:

- Prepare a Budget that achieves maximum cost-to-benefit equity for approval
- Submit a Preliminary Budget to Board in accordance with Chapter 190, Florida Statutes
- Modify Preliminary Budget for consideration by Board at the District's advertised Public Hearing
- Prepare a Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes
- Establish Budget Public Hearing(s) and dates
- Establish Board workshop dates (if required)
- Coordinate Budget preparation with District Board, Engineer and Attorney
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board
- Prepare Assessment Resolution levying the assessments on the property in the District and assessment roils, unless the preparation of the assessment roles is separately contracted out by the District
- Prepare and maintain a property database by using information obtained by local Property Appraiser secured roil
- Review and compare information received from the Property Appraiser to prior years' rolls, to ensure that the District rolls are in compliance with the law and all pertinent information is reviewed to prepare accurate assessments
- Periodically update the database for all activity such as transfer of title, payment of annual assessment, prepayment of principal
- Act as the primary contact to answer Property Owner questions regarding special assessments, tax, bills, etc.
- Provide payoff information to Property Owner upon request
- Upon adoption of the budget and assessments, coordinate with the office of the Property Appraiser and Tax Collector to ensure correct application of assessments and receipt of District funds

- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the public.
- Prepare and coordinate applications for:
  - Federal I.D. Number
  - Tax Exemption Certificate
- Establish and maintain Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)
- Prepare Required Investment Policies and Procedures pursuant to Chapter 218, Florida Statutes
- Prepare Annual Financial Report for Units of Local Government and Distribution to the State Comptroller
- Prepare Public Depositor's Report and distribution to State Treasurer
- Coordinate and Distribute Annual Public Facilities Report and distribution to appropriate agencies
- Administer purchase order system and periodic payment of invoices
- Coordinate tax collection and miscellaneous receivables
- Prepare bid specifications for the purchase of services and commodities pursuant to Florida Statutes
- Prepare all required schedules for year-end audit
- Prepare schedule of Bank Reconciliations
- Prepare cash and Investment Confirmations for distribution to Authorized Public Depositories and Trustee of District Bond Issues
- Prepare analysis of Accounts Receivable
- Prepare schedule of Inter-Fund Accounts
- Prepare schedule of Payables from the Governments
- Prepare schedule of all Prepaid Expenses
- Prepare debt Confirmation Schedules
- Prepare schedule of Accounts Payable
- Prepare schedule of Changes in Fund Balances
- Prepare schedule of Assessment Revenue compared to Budget
- Prepare schedule of Interest Income and provide Reasonableness Test
- Prepare schedule of Investments and Accrued Interest
- Prepare analysis of All Other Revenue
- Prepare analysis of Interest expenses and Calculate Accrued Interest Expense at Year End
- Prepare schedule of Operating Transfers
- Prepare schedule of Cash Receipts and Cash Disbursements
- Prepare analysis of Cost of Development and Construction in Progress
- Prepare analysis of Reserves for Encumbrances
- Prepare analysis of Retainage Payable
- Prepare Amortization and Depreciation Schedules
- Prepare General Fixed Asset and General Long-Term Debt Account Groups
- General Fixed Asset Accounting
- Assets constructed by or donated to the District for maintenance
- Prepare inventory of District property in accordance with the Rules of the Auditor General
- Application of the special assessment allocation methodology and required modifications due to such items as: 1) changes in land uses or densities, 2) re-configured parcels, or 3) platting of lots
- Update special assessments pursuant to the requirements of a true-up mechanism outlined in the special assessment allocation methodology
- Assist in the levy and collection of special assessments and operation and maintenance assessments
- Preparation and certification of the annual non-ad valorem capital and operation and maintenance assessment roll
- Financial or cash flow analysis

## 2. Investment Management

- Develop an investment policy statement
- Manage the investment process in coordination with the Trustee regarding the purchase and sale of qualified investments
- Maintain adequate accounting statements of all investments
- Provide quarterly presentations to the District

**(intentionally left blank)**



## Exhibit “B”

### Fee Schedule

Our philosophy with respect to our District Management Service fee is to provide the lowest “all-inclusive” cost for our clients. The fees below represent a flat fee. There will be no additional charges related to production, fax, telephone and travel, within the Scope of Services. This ensures our clients’ fee expectations are met efficiently and within budget. We can ensure our ability to meet this objective through the utilization of modern technology and our firm’s available resources and commitment to provide the highest level of service.

The fees assessed by District Management Services, LLC d/b/a Meritus District (“Manager”) for service is separated based on the needs of the District, determined by development and operational needs.

"All-Inclusive Fees"		
Administrative, Management, Accounting, and Financial Services		
	Monthly	Annually
Development/Operational State <sup>1</sup>	\$3,333.00	\$40,000
Postponed Activity State <sup>2</sup>	\$1,000	\$12,000
Residential Services 1-Standard Operations (per unit) <sup>3</sup>	\$1.66	\$20.00
Residential Services 2-Recreational Amenity Center (per unit) <sup>4</sup>	\$0.42	\$5.00
Debt Issuance Fees – See “Additional Fee Schedule”		

### NOTATIONS

<sup>1</sup> The Pre-Development/Operational State is defined as the period “beginning with the establishment of the District through the time when the District enters into an agreement to construct District infrastructure improvements, or completes an acquisition of District infrastructure improvements, whether with bond proceeds or otherwise.” Development/Operational State is defined when the District enters into the above referenced contracts. Not to exceed 12 meetings per fiscal year, and not to exceed 2 hours per meeting.

<sup>2</sup> The Postponed Activity State is defined as an extended period (beyond 60 days) of inactivity of development/operational activities (i.e., active pursuit of finance, funding site development contracts or infrastructure maintenance contracts). Not to exceed 3 meetings per fiscal year, or 2 hours per meeting.

<sup>3</sup> Residential Services 1 – Additional Management/Financial Services will be required on a graduated basis as the District’s residential population increases. The services required will be adjusted on a graduated per unit basis determined annually and relate directly to the need for customer support services, assessment roll services, Community Development District educational services and on-site visit availability. This fee will be billed monthly as part of the Management Fee for the ensuing fiscal year, based on the most current property appraiser’s records, available no later than June 30<sup>th</sup>. As the residential community increases, fees are subject to evaluation for competitiveness.

<sup>4</sup> Residential Services 2 – Additional Management/Financial Services assessed in the event that a Recreational Amenity Center is constructed and operated as part of the District’s Capital Improvement Program and Operations. This fee does not include staffing of the facility and pertains to the operations aspect alone and accounts for additional services required providing accounting, planning and supervisory services. As the residential community increases, fees are subject to evaluation for competitiveness.



<sup>5</sup> As part of the development part of the state the District Manager will coordinate with the selected Qualified Public Depository and its Investment Officer to insure available funds that are consistent with the District Investment policy or as otherwise directed by the Board.

### **ADDITIONAL FEE SCHEDULE**

The following is the Manager’s Additional Fee Schedule based on an all-inclusive service fee anticipating travel, printing, production, phone and fax.

- \$2,500 – Bond Validation Report\*
- \$27,500 –Assessment Report
- \$3,500 – Bond Issue Administrative Fee
- \$3,500 – Initial Collection Logs
- \$2,000 – Collection Log Revisions (refunding)
- \$150 – Estoppel, per closing
- \$750 – Construction accounting, per month
- \$300 – Dissemination Services, per month, per issuance
- \$175 – Extended, Continued, or Special Meetings per hour
- 1% - Of Off-Roll assessment collection total

*\*Costs that are payable from the Cost of Issuance Fund Bond Proceeds, provided however that, in the event the manager provides the following services and the District shall, immediately pay the following costs at the time of termination, subject to any offsets for a termination for “good cause” to Paragraph 3 of this agreement.*

Website Creation: \$1500.00 Website Maintenance: \$150.00 Monthly. Provide for the creation, maintenance and update as required by Florida Statue 189.069, as well as adding and removing items regarding community events, policies, procedures, and items of interest to the general public.

Postage & Mailing Fees: Invoiced at cost plus 5%.

Late Fees: Invoices from the Manager to the District, which remain unpaid 30 days or more past the invoice date, will accrue late fees and interest charges. Late fees will be assessed each month at \$30.00. Interest will accrue at 1.5% per month on the unpaid balance.

Additional Hourly Services: Services as requested, detailed and approved by the Board of Supervisors, in a “not to exceed” total with an estimated hourly and professional requirement, applicable for requested services outside the standard scope of services.

- True-up Analysis/Report
- Re-financing analysis
- Special Assessment Allocation Report
- Bond Issue Certifications/Closing Documents
- Public Records Request
- Special Information Request
- Continuing Disclosure/Representative/Agent

The fees for the professionals involved shall be billed at the following rates:

<b>District Manager</b>	\$225.00 per hour	<b>Financial Consultant</b>	\$175.00 per hour
<b>Accountant</b>	\$ 75.00 per hour	<b>Operations Manager</b>	\$ 75.00 per hour
<b>Controller</b>	\$200.00 per hour	<b>Administrative</b>	\$ 45.00 per hour



**ESTABLISHMENT CONTRACT AGREEMENT BETWEEN**  
**CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT**  
**And MERITUS DISTRICTS**

THIS AGREEMENT, is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT , (the "Client"), whose mailing address is 2005 Pan Am Circle Suite 120, Tampa Florida, 33607 and the firm of DISTRICT MANAGEMENT SERVICES d/b/a MERITUS DISTRICTS (the "Consultant"), whose mailing address is 2005 Pan Am Circle Suite 120, Tampa, Florida 33607.

**PURPOSE:**

The purpose of this engagement is for the Consultant to provide financial consulting services to the Client in order to establish a Community Development District (the "District") within HILLSBOROUGH County, Florida as follows:

**SCOPE OF SERVICES:**

**DISTRICT ESTABLISHMENT SERVICES:**

- 1) Prepare Statement of Estimated Regulatory Costs in accordance with Chapters 190 and 120, Florida Statutes for inclusion in the Petition.
- 2) Preparation and coordination of the Petition to Create the District.
- 3) Presentations to Client staff and property owners regarding the District.
- 4) Attendance at all meetings, workshops and public hearings required determining the feasibility and structure of the District and obtaining governmental approval.
- 5) Assist in the lobbying effort with staff and officials.
- 6) Presentation of the Petition to HILLSBOROUGH County Board of County Commissioners.
- 7) Prepare for and conduct the Organizational Meeting for the District, including coordination of legal publications and notices.
- 8) Any additional services, such as financial modeling or cash flow analysis will be performed on an as requested basis when authorized by the Client.

**TIME AND FEE SCHEDULE:**

All services will be completed on a timely basis in conjunction with the timeframes set forth by the Client and the finance team.

**DISTRICT ESTABLISHMENT SERVICES will be billed as follows:**

- 1) Preparation of the Statement of Estimated Regulatory Costs will be billed on a lump sum basis of \$7,500.
- 2) Preparation and coordination of the Establishment Petition to the County will be billed on a lump sum basis of \$9,000.<sup>1</sup>
- 3) Items 3 thru 6 above, which encompass the research, submittal, lobbying, and presentation to HILLSBOROUGH County Board of County Commissioners, this fee will be billed at a lump sum of \$7,500. These services will be performed as needed throughout the establishment process.
- 4) Preparing and conducting the Organizational Meeting for the District will be billed on a lump sum basis of \$4,500. This meeting will occur within thirty (30) days after the District's establishment date.

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<sup>1</sup> This item shall be completed within sixty (60) days of contract date, or on such a date as instructed by the Client, whichever occurs later, provided the Client and /or all parties and consultants are able to furnish the necessary professional services and exhibits described hereto in the section entitled, "Client Responsibilities".

- 5) Preparation of the Financial Analysis and Review with County Debt Manager will be billed on a lump sum basis of \$5,500.
- 6) Creation of District website for lump sum of \$1,500.
- 7) All other District Establishment Services will be billed on an hourly basis at our standard rate of \$175/hour. The professional fees outlined above and project-related out-of-pocket expenses will be billed at cost. These expenses include, but are not limited to: airfare, mileage, public transportation/parking, lodging, meals, reproduction, long distance telephone, facsimile transmission, postage, administrative support, computer charges and express mail. Fees for these services will be invoiced on a monthly basis and will be due and payable when invoiced.
- 8) An initial retainer of \$5,000 is required for the Consultant to begin the activities outlined in this contract, and is due upon acceptance and signing of this contract.

Agency and Other Associated Fees will be paid as follows:

- 1) The Client will need to provide the Consultant with the initial filing fee payable to the applicable agency prior to filing with said agency.
- 2) Any other applicable fees resulting from the establishment process must be paid by the Client.

**CLIENT RESPONSIBILITIES:**

The Client shall furnish all appropriate maps, data, and information relative to the project necessary for the Consultant to perform the duties of this Contract. In addition, the Client shall provide timely services of its staff, deemed necessary as the project progresses. Expenses incurred in providing this support shall be the sole responsibility of the Client.

The Client may terminate the Consultant's work on this project by giving a thirty (30) day written notice of cancellation. A final invoice will be issued on the last day services are provided and will be due on receipt. The final invoice will include all fees as applicable and as noted in the fee schedule above.

**NON-CONTINGENCY:**

The payment of fees and expenses as outlined in this Contract are not contingent upon any circumstance not specifically outlined in this Contract and are not contingent upon the successful adoption of an ordinance/rule to establish the District.

**GENERAL TERMS AND CONDITIONS:**

- 1) All invoices are due and payable upon receipt. For invoices not paid within fifteen (15) days of receipt, interest on the balance due will be charged at the maximum legally permissible rate.
- 2) In the event collection proceedings become necessary, the Client agrees to pay all costs including attorney's fees.
- 3) Abandonment or suspension of the project shall not relieve the Client of monies due for services rendered to the date of such abandonment or suspension. Such services shall be billed at the applicable stated hourly rates or full lump sum amounts and will be immediately due and payable upon determination that the project has been abandoned or suspended and that the Consultant has performed the services as outlined herein.
- 4) Ownership of all reports, studies, and data as an instrument of service, is that of the Client. However, the consultant has right to turn over originals and copies in a format (PDF), which protects the Consultant's formulas and process.

- 5) The Client assumes full responsibility for damages awarded to third parties due to misuse by the Client of the reports, in addition to any damages arising to the Consultant from said misuse by the Client. The Client shall have no responsibility for misuse of reports by third parties.
- 6) This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Any court proceedings or hearings will be held in Hillsborough County, Florida.
- 7) In the event that any provision of this contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract, which shall remain in full force and effect.
- 8) The Consultant shall have no obligation to advance funds to or in behalf of the Client for any purpose.
- 9) Subject to the provisions for termination as set forth below, the term of this Agreement shall begin on \_\_\_\_\_, 20\_\_\_\_, and shall continue until the proposed district has been established, unless otherwise terminated by either party. The Agreement may be terminated by either party, for any reason, upon 60 days written notice provided; however, should this Agreement be terminated, a final invoice will be issued on the last day services are provided and will be due on receipt. The final invoice will include all fees as applicable and as noted in the fee schedule above.

This Contract shall represent the entire agreement between the Consultant and the Client. Both Consultant and Client understand and agree with the terms and conditions as set forth herein.

**ACCEPTED BY:**

**CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_

PRINT NAME/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**MERITUS DISTRICTS**

BY: \_\_\_\_\_

PRINT NAME/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AUTHORIZATION OF AGENT**

This letter shall serve as a designation of Brian K. Lamb, District Management Services, LLC, d/b/a Meritus Districts whose address is 2005 Pan Am Circle Suite 120, Tampa FL, 33607 to act as agent for \_\_\_\_\_, \_\_\_\_\_, with regard to any and all matters pertaining to the Petition to Establish CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT in the County of HILLSBOROUGH , Florida, pursuant to Chapter 190, Florida Statutes. This authorization shall remain in effect until revoked.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_, its \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation. He/she  is personally known to me, or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public \_\_\_\_\_)

**RESOLUTION 2018-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Cypress Mill 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 entirely within Hillsborough County, Florida; and

**WHEREAS**, the District is statutorily required to designate a registered agent and a registered office location for the purposes of records keeping and accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), Florida Statutes.

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

**Section 1.** Brian K. Lamb of Meritus is hereby designated as Registered Agent for Cypress Mill Community Development District.

**Section 2.** The District's Registered Office shall be located at 2005 Pan Am Circle, Tampa, FL 33607.

**Section 3.** In accordance with Section 189.014, Florida Statutes, the District’s Secretary is hereby directed to file certified copies of this resolution with Hillsborough County and the Florida Department of Economic Opportunity.

**Section 4.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED THIS 20<sup>TH</sup> DAY OF JUNE, 2018.**

**ATTEST:**

**CYPRESS MILL  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
**SECRETARY/ASSISTANT SECRETARY**

\_\_\_\_\_  
**CHAIRMAN**

**RESOLUTION 2018-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT APPOINTING DISTRICT COUNSEL FOR THE DISTRICT, AUTHORIZING ITS COMPENSATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Cypress Mill 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 entirely within the Hillsborough County, Florida; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) may contract for the services of consultants to perform planning, engineering, legal or other appropriate services of a professional nature; and

**WHEREAS**, the Board desires to appoint a District Counsel and to provide compensation for their services.

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

1. Straley & Robin Vericker, is appointed as District Counsel and shall be compensated for their services in such capacity in the manner prescribed in **Exhibit A**.
2. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF JUNE, 2018.**

**ATTEST:**

**CYPRESS MILL COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman



# STRALEY ROBIN VERICKER

Attorneys At Law

1510 W. Cleveland St.  
Tampa, Florida 33606  
Tel: (813) 223-9400  
Fax: (813) 223-5043

Writer's Direct Dial: (813) 901-4945  
Writer's E-mail: [jvericker@srvlegal.com](mailto:jvericker@srvlegal.com)  
Website: [www.srvlegal.com](http://www.srvlegal.com)

June 20, 2018

*Via Email and First Class Mail*

Cypress Mill Community Development District  
2005 Pan Am Circle, Suite 120  
Tampa, Florida 33607

Attn: Brian Lamb

**Re: Engagement as District Counsel for the Cypress Mill Community  
Development District**

Dear Brian:

We appreciate the opportunity to serve as general counsel to the Cypress Mill Community Development District (the "District"), and intend for this letter to confirm our engagement.

In terms of legal fees for day to day matters unrelated to the District's bond validation and financings, professional services will be provided to the District on an hourly-rate basis, at the rates established from time to time by our firm. Hourly rates for attorneys and paralegals with the firm currently range from \$100/hour to \$355/hour. The District also will be responsible for direct expenses incurred during the representation, such as filing fees, telecopy services, photocopying, and courier services.

We will provide the District with statements for professional fees and costs, if any, on a monthly basis. Payment will be due when the statement is rendered. We encourage the Board of Supervisors and the District Manager to carefully review the statements each month and call us if you have any questions.

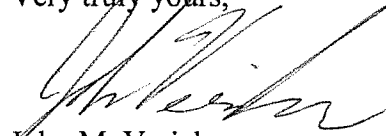
Now that the District is created, the next major step is to file a lawsuit in circuit court to validate the District's proposed bond issue. Legal fees associated with the bond validation, assessment proceedings, and the bond closing are typically set on a fixed fee basis and paid by the District with bond proceeds as a cost-of-issuance expense. Our legal fees associated with the District's initial bond issue will be \$35,000. This will cover the legal fees associated with the bond validation and the other steps that will be necessary in order for the District to issue its initial bonds. In addition, the District will be responsible for direct out-of-pocket expenses

Cypress Mill Community Development District  
June 20, 2018  
Page 2

incurred in connection with its bond issuances, including (without limitation) filing fees, photocopying expenses, newspaper publication costs, and courier services.

Please sign and return a copy of this letter for our files. We look forward to continuing to work with you and the Board in connection with this project.

Very truly yours,



John M. Vericker  
*Board Certified – City, County & Local  
Government Law*

JMV/lab

AGREED TO AND APPROVED THIS \_\_\_\_\_ DAY OF JUNE, 2018.

**CYPRESS MILL COMMUNITY DEVELOPMENT**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Chair of the Board of Supervisors

STEPHEN D. SANFORD, ESQ.  
WEST PALM BEACH OFFICE  
DIRECT DIAL: 561-650-7945  
E-MAIL: sanfords@gtlaw.com

June 4, 2018

Board of Supervisors of  
Cypress Mill Community Development District  
c/o Meritus Districts  
2005 Pan Am Circle, Suite 120  
Tampa, Florida 33607  
Attn: Brian Lamb

Re: **Cypress Mill Community Development District  
Special Assessment Bonds, Series 2018**

Dear Board of Supervisors:

Greenberg Traurig, P.A. would be pleased to serve as Bond Counsel to the Cypress Mill Community Development District (the "District") in connection with the above-referenced proposed special assessment bond issues (the "Bonds") to be issued to finance certain public infrastructure improvements within the District and the costs of issuance of the Bonds.

We would propose to perform all of the services customarily performed by bond counsel, including necessary tax analysis in connection with the issuance of the above-referenced Bonds under a trust indenture (which we shall prepare), the preparation of all bond resolutions, the drafting of all closing papers, the delivery of our tax opinion to the investors and assistance in the preparation of a preliminary and final limited offering memorandum. For our services, we would propose a legal fee of \$50,000. We would like to point out that our Firm will provide an unqualified tax opinion subject to additional tax diligence in light of the Villages TAM. We would also assist District Counsel in the validation of the Bonds. In addition, we would review all required assessment proceedings prepared by District Counsel.

We will also seek reimbursement of our reasonable documented expenses; such fees and expenses payable at, and contingent upon, the closing of the Bond issue (other than our expenses which are not contingent on the closing of the Bonds). Our out-of-pocket expenses, for which we will bill the District at the time of delivery of the Bonds, will not include the cost of preparing the final bond transcripts. Such item will be a post-closing matter and will be billed to the District at cost. Our fees assume that the requirements of Circular 230 will not be applicable to the Bonds; but in any event could not exceed the above stated amounts without notice to the Board of Supervisors.

If for any reason the District is unable to complete its financing or shall abandon issuing the Bonds utilizing special assessment bonds to finance the costs of the proposed public infrastructure, our proposed bond counsel fee would be payable in the amount described below

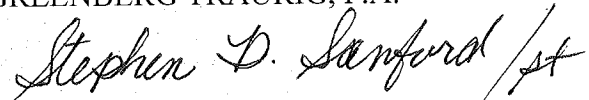
on or before the close of calendar year 2018. Such amount due would be equal to our normal hourly rates, discounted by 10%, plus our reasonable documented out-of-pocket expenses. In all cases, if we were to be paid under such formula, our total fee for services provided as bond counsel would not exceed \$50,000. We presume that under that scenario, where there are no bond proceeds available to pay our fees, payment would be made from general fund moneys of the District or moneys provided by the primary landowner/developer.

If our fee quote is acceptable to you, please indicate by signing below on the extra copy of this letter enclosed and return the same to me.

If you have any questions, please feel free to give me a call. We look forward to the opportunity to work with you on this financing.

Very truly yours,

GREENBERG TRAUERIG, P.A.



Stephen D. Sanford, Shareholder

CYPRESS MILL COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**fmsbonds**  
**Municipal Bond Specialists**

20660 W. Dixie Highway  
North Miami Beach, FL 33180

June 6, 2018

Cypress Mill Community Development District  
Meritus Corp.  
2005 Pan Am Circle, Suite # 120  
Tampa, Florida 33607  
Attn: Mr. Brian Lamb

Re: Agreement for Underwriter Services & G-17 Disclosure

Dear Mr. Lamb:

Thank you for the opportunity to work with the Cypress Mill Community Development District (the "District") regarding the underwriting of the District's Special Assessment Bonds, Series 2018 and future series of Bonds (the "Bonds"). The District and FMSbonds, Inc. ("FMS"), solely in its capacity as Underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. FMS is not acting as a municipal advisor for the developer in connection with the subject transaction. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Rule Board Rule G-17 Disclosure that the District should read in its entirety and acknowledge by signing below.

We look forward to working with you.

Yours truly,

**FMSbonds, Inc.**

By: 

Name: Jon Kessler

Title: Executive Director

Agreed to and accepted as of the date first written above:

**CYPRESS MILL COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ATTACHMENT I

**Section 1**     **Scope of Services of FMS:** FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the District on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

**Section 2**     **Terms and Conditions:**

1. Underwriter or Purchase Fee (“Underwriting Fee”). FMS shall act as sole lead underwriter. The fee to FMS for acting as Underwriter shall be 2% of the Par Amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a delegation or award resolution approved by the Board and consented to by the Underwriter.
2. Price and Interest Rates: The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the District will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.
3. Bond Purchase Agreement. The obligations of the Underwriter and those of the District would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.
4. Costs of Issuance. The District shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the District.
5. Assumptions. The proposed terms and statements of intention set forth in this agreement are based on information currently available to FMS about the District and

the market for special assessment bonds similar to the Bonds and the assumptions that:

- a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;
  - b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the district;
  - c) the offering memorandum will comply with all applicable laws and regulations;
  - d) there will not be any unanticipated substantial delays on the part of the District in completing the transaction; and
  - e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.
6. Information. The District agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the District. To assist FMS in the underwriting the District will (a) provide and cause the District's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the District and its advisors; and (b) otherwise assist FMS in its underwriting efforts.
7. Term of Engagement. The term of this Agreement shall be limited to the Bonds and shall commence as of the date of this Agreement and continue in full force and effect unless terminated by either party. In event of termination by the District without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.
8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the bonds.

The engagement contemplated hereby and this agreement are solely for the benefit of the District and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

This Agreement contains the entire understanding of the parties relating to the transactions contemplated hereby and this Agreement supersedes all prior agreements, understandings and negotiations with respect thereto. This Agreement

may be executed in counterparts each of which shall be an original but all of such counterparts shall constitute one and the same instrument.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a Financial Advisor or Municipal Advisor

[Remainder of Page Intentionally Left Blank]



## ATTACHMENT II

**MSRB Rule G-17 Disclosure** --- The District has engaged FMS to serve as underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our services as underwriter, FMS may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. We may also have provided such advice as part of the process of seeking to be selected to serve as your underwriter. Any such advice was provided by FMS as an underwriter and not as your financial advisor in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. As such, the underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.
- The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.
- As underwriter, we will review the disclosure document for the Bonds in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.<sup>1</sup>

The underwriter will be compensated by a fee and/or a fee that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The District acknowledges no such recommendation has been made by FMS.

---

<sup>1</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the offering document by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the offering document.

Please note nothing in this letter is an expressed nor an implied commitment by us to provide financing or to purchase or place the Bonds or any other securities. Any such commitment shall only be set forth in a bond purchase agreement or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in the transaction contemplated herein remains subject to, among other things, the execution of a bond purchase agreement (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMS is acting independently in seeking to act as an underwriter in the transactions contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMS assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the other underwriters in connection with the transactions contemplated herein or otherwise.

If you or any other Issuer representatives have any questions or concerns about these disclosures, please make those questions or concerns known immediately to FMS. In addition, Issuer should consult with its own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. Depending on the final structure of the transaction that the District and FMS decide to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures.



U.S. Bank, N.A.  
Global Corporate Trust Group  
225 E. Robinson Street, Suite 250  
Orlando, FL 32801

Stacey L. Johnson  
Vice President  
Email: [stacey.johnson4@usbank.com](mailto:stacey.johnson4@usbank.com)  
Phone: 407-835-3805 Fax: 407-835-3814

Cypress Mill Community Development District  
Attn: Brian Lamb  
c/o Meritus  
2005 Pan Am Circle, Suite 120  
Tampa, FL 33607

***Re: Cypress Mill Community Development District***

Dear Brian:

U.S. Bank appreciates the opportunity to work with the District on its upcoming transaction with the Cypress Mill Community Development District. Our proposed fees for Trustee, Paying Agent and Registrar for future bond issuances will be (if multiple Series of Bonds are issued together, fees quoted below are subject to change):

<b>Acceptance Fee:</b>	<b>One Series</b> \$1,925.00	<b>Multiple Series</b> \$1,250.00 per Series
<b>Trustee/Paying Agent/Registrar:</b>	\$3,750.00	\$2,750.00 per Series
<b>Travel (not to exceed):</b>	<u>\$ 150.00</u>	
<b>Total due at closing:</b>	<b>\$5,825.00</b>	<b>TBD at time of closing</b>
<b>Trustee's Counsel Fee (estimated not to exceed)</b>	<b>\$6,000.00</b>	<b>\$3,500 per Series</b>

**\*Trustee out of pocket expenses (postage, courier, faxes) are billed at 7.75% of the annual administration fee.**

These fees relate to our services as Trustee, Registrar, and Paying Agent. They do not include services as Escrow Agent, Debt Service Agreement, legal fees, Trustee Counsel fees, or any other activity, which are not regular, day-to-day administration duties such as but not limited to amendments to existing documents. We will provide notification of these extraordinary fees prior to the acceptance of the service.

To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust, or other legal entity, we ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Sincerely,



Stacey L. Johnson

**RESOLUTION 2018-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS AUTHORIZING THE RECORDING OF THE NOTICE OF ESTABLISHMENT FOR THE CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT**

**WHEREAS**, the Cypress Mill 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 entirely within Hillsborough County, Florida; and

**WHEREAS**, the District was established by the Hillsborough County Board of County Commissioners by Ordinance 18-14, which became effective on June 13, 2018; and

**WHEREAS**, the District is required to file a “Notice of Establishment,” pursuant to section 190.0485, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District (hereinafter the “Board”) in accordance with Florida Statutes authorizes the recording of such notice.

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

**Section 1.** District Counsel, in accordance with section 190.0485, Florida Statutes, is hereby authorized to record the “Notice of Establishment of the Cypress Mill Community Development District” (hereinafter the “Notice”), within the property records of Hillsborough County, Florida.

**Section 2.** The Notice shall contain at a minimum the legal description of the District and a copy of the disclosure statement as specified in section 190.048, Florida Statutes.

**Section 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 20TH DAY OF JUNE, 2018.**

**ATTEST:**

**CYPRESS MILL COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/ Assistant Secretary  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Chair/ Vice Chair  
Print Name: \_\_\_\_\_

This Instrument Prepared By and Return To:  
John M. Vericker, Esq.  
Straley Robin Vericker  
1510 W. Cleveland Street  
Tampa, FL 33606

**NOTICE OF ESTABLISHMENT OF THE  
CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT**

PLEASE TAKE NOTICE that on June 12, 2018, the Hillsborough County Board of County Commissioners enacted Ordinance No. 18-14 (the “**Establishing Ordinance**”) establishing the Cypress Mill Community Development District (the "**District**"), effective June 13, 2018. The legal description of the lands encompassed within the District is attached hereto as **Exhibit “A”**. The District is a special purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes. More information on the powers, responsibilities and duties of the District may be obtained by examining Chapter 190, Florida Statutes and the full text of the Establishing Ordinance, or by contacting the Florida Department of Economic Opportunity in accordance with Florida Statutes.

THE CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed on the \_\_\_\_ day of June, 2018, in accordance with Section 190.0485, Florida Statutes, and whereby such Notice is to be recorded in the Official Records of Hillsborough County, Florida.

Signed, sealed and delivered in our presence:

CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
By: \_\_\_\_\_  
Chair, Board of Supervisors

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June, 2018, by \_\_\_\_\_, as Chair of the Board of Supervisors of the Cypress Mill Community Development District. [ ] He/She is personally known to me or [ ] produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

# Exhibit "A"

## DESCRIPTION:

(First American Title Insurance Company Commitment for Title Insurance File No. 2061-3497417)

The land referred to herein below is situated in the County of Hillsborough, State of Florida, and is described as follows:

### Parcel 1

A parcel of land lying in Section 35, Township 31 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the aforesaid Section 35, run thence along the East boundary of said Section 35, N.00°00'47"W., 935.54 feet to a point on the Northerly right-of-way line of 19th Avenue Northwest, said point also being the POINT OF BEGINNING; thence along said Northerly right-of-way line the following eleven (11) courses: 1) S.33°24'19"W., 121.74 feet to a point of curvature; 2) Southwesterly, 1105.68 feet along the arc of a curve to the right having a radius of 1762.21 feet and a central angle of 35°56'59" (chord bearing S.51°22'48"W., 1087.63 feet); 3) N.20°38'42"W., 10.00 feet to a point on a curve; 4) Southwesterly, 159.54 feet along the arc of a curve to the right having a radius of 1752.21 feet and a central angle of 05°13'01" (chord bearing S.71°57'48"W., 159.49 feet); 5) S.15°25'41"E., 10.00 feet to a point on a curve; 6) Southwesterly, 466.34 feet along the arc of a curve to the right having a radius of 1762.21 feet and a central angle of 15°09'45" (chord bearing S.82°09'11"W., 464.98 feet) to a point of tangency; 7) S.89°44'04"W., 1004.92 feet; 8) N.00°15'56"W., 10.00 feet; 9) S. 89°44'04"W., 195.00 feet; 10) S.00°15'56"E., 10.00 feet; 11) S.89°44'04"W., 850.50 feet to a point on the aforesaid Easterly limited access right-of-way line of interstate Highway No. 75 (S.R. 93-A); thence along said Easterly limited access right-of-way line the following five (5) courses: 1) N.00°15'56"W., 25.00 feet; 2) N.86°10'19"W., 490.30 feet; 3) S.89°44'04"W., 500.00 feet; 4) N.00°13'55"W., 744.16 feet to a point of curvature; 5) Northeasterly, 3326.53 feet along the arc of a curve to the right having a radius of 7509.44 feet and a central angle of 25°22'51" (chord bearing N.12°27'31"E., 3299.40 feet); thence S.31°36'31"E., 752.52 feet to a point on a line 1750.00 feet South of and parallel with the North boundary of said Section 35; thence along said line being 1750.00 feet South of and parallel with the North boundary of Section 35, N.89°39'10"E., 3465.98 feet to a point on the aforesaid East boundary of Section 35; thence along said East boundary, S.00°00'47"E., 2498.28 feet to the POINT OF BEGINNING.

LESS AND EXCEPT any portion thereof, lying within lands described in the following instruments:

Official Records Book 5749, Page 1396

Official Records Book 6042, Page 486

Official Records Book 6190, Page 963

LESS AND EXCEPT from Parcel 1:

A parcel of land lying in Section 35, Township 31 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of said Section 35, run thence along the East boundary of said Section 35, N.00°00'47"W., 1475.33 feet to a point on the East boundary of said Section 35, said point also being the POINT OF BEGINNING; thence S.89°39'10"W., 820.01 feet; thence along a line lying 820.00 feet WEST of and parallel with the East boundary of the aforesaid Section 35,

N.00°00'47"W., 1958.49 feet; thence N.89°39'10"E., 820.01 feet to a point on the East boundary of said Section 35; thence along said East boundary, S.00°00'47"E., 1958.49 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

A parcel of land lying in Section 35, Township 31 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of said Section 35, run thence along the East boundary of said Section 35, N.00°00'47"W., 935.54 feet to a point on the Northerly Right-of-Way Line of 19th Avenue Northeast, said point also being the POINT OF BEGINNING; thence along said Northerly Right-of-Way Line the following two (2) courses: 1) S.33°24'19"W., 121.74 feet to a point of curvature; 2) Southwesterly, 1000.82 feet along the arc of said curve to the right having a radius of 1762.21 feet and a central angle of 32°32'25" (chord bearing S.49°40'31"W., 987.43 feet); thence along a line lying 820.00 feet WEST of and parallel with the East boundary of the aforesaid Section 35, N.00°00'47"W., 1275.43 feet; thence N.89°39'10"E., 820.01 feet to a point on the East boundary of said Section 35;

thence along said East boundary, S.00°00'47"E., 539.79 feet to the POINT OF BEGINNING.

DOMINION PARCEL 10

Part "A"

A parcel of land lying in Section 35, Township 31 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the aforesaid Section 35, run thence along the East boundary of said Section 35, N.00°00'47"W., 935.54 feet to a point on the Northerly right-of-way line of 19th Avenue Northwest; thence along said Northerly right-of-way line the following four (4) courses: 1) S.33°24'19"W., 121.74 feet to a point of curvature; 2) Southwesterly, 1105.68 feet along the arc of a curve to the right having a radius of 1762.21 feet and a central angle of 35°56'59" (chord bearing S.51°22'48"W., 1087.63 feet); 3) N. 20°38'42" W., 10.00 feet to a point on a curve; 4) Southwesterly, 79.77 feet along the arc of a curve to the right having a radius of 1752.21 feet and a central angle of 02°36'30" (chord bearing S.70°39'34"W., 79.76 feet) to the POINT OF BEGINNING; thence continuing along said Northerly right-of-way line the following eight (8) courses: 1) Southwesterly, 79.77 feet along the arc of a curve to the right having a radius of 1752.21 feet and a central angle of 02°36'31" (chord bearing S.73°15'51"W., 79.77 feet); 2) S.15°25'41"E., 10.00 feet to a point on a curve; 3) Southwesterly, 466.34 feet along the arc of a curve to the right having a radius of 1762.21 feet and a central angle of 15°09'45" (chord bearing S.82°09'11"W., 464.98 feet) to a point of tangency; 4) S.89°44'04"W., 1004.92 feet; 5) N.00°15'56"W., 10.00 feet; 6) S.89°44'04"W., 195.00 feet; 7) S.00°15'56"E., 10.00 feet; 8) S.89°44'04"W., 145.50 feet; thence N. 00°15'56" W., 1538.37 feet; thence N. 89°44'04" E., 1590.45 feet; thence S.00°15'56"E., 540.65 feet; thence S.18°02'12 E., 949.41 feet to the POINT OF BEGINNING.

Part "B"

A parcel of land lying in Section 35, Township 31 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the aforesaid Section 35, run thence along East boundary of said Section 35, N. 00°00'47" W., 935.54 feet to a point on the Northerly right-of-way line of 19th Avenue Northwest; thence along said Northerly right-of-way line the following four (4) courses: 1) S.33°24'19"W., 121.74 feet to a point of curvature; 2) Southwesterly, 1105.68 feet along the arc of a curve to the right having a radius of 1762.21 feet and a central angle of 35°56'59" (chord



bearing S.51°22'48"W., 1087.63 feet); 3) N.20°38'42"W., 10.00 feet to a point on a curve; 4) Southwesterly, 79.77 feet along the arc of a curve to the right having a radius of 1752.21 feet and a central angle of 02°36'30" (chord bearing S.70°39'34"W., 79.76 feet); thence leaving said right-of-way line N.18°02'12"W., 949.41 feet; thence N.00°15'56"W., 540.65 feet; thence S.89°44'04"W., 1590.45 feet to the POINT OF BEGINNING; thence S.00°15'56"E., 1538.37 feet to a point on the Northerly right-of-way line of the aforesaid 19th Avenue Northwest; thence S.89°44'04"W., 90.00 feet along said Northerly right-of-way line; thence N.00°15'56"W., 1538.37 feet; thence N.89°44'04"E., 90.00 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT FROM PARCEL 1 AND DOMINION PARCEL 10::

A parcel of land lying in Section 35, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 35, run thence along the South boundary of said Southwest 1/4 of Section 35, S.89°28'02"E., 1824.00 feet; thence N.00°31'58"E., 49.85 feet to a point on the North boundary of the right-of-way for 19TH AVENUE NORTHWEST, as recorded in Official Records Book 3931, Page 1227, of the Public Records of Hillsborough County, Florida, said point also being the Southeast corner of the Tampa Electric Company Property, as recorded in Official Records Book 6190, Page 966, of the Public Records of Hillsborough County, Florida and said point also being the POINT OF BEGINNING; thence along the East boundary of said Tampa Electric Company Property, continue N.00°31'58"E., 280.14 feet to the Northeast corner of said Tampa Electric Company Property; thence along the North boundary of said Tampa Electric Company Property, N.89°28'02"W., 230.00 feet to the Northwest corner of said Tampa Electric Company Property; thence N.00°31'58"E., 409.33 feet; thence N.54°35'00"E., 46.74 feet; thence N.39°41'00"E., 56.56 feet; thence N.24°47'00"E., 70.36 feet; thence N.02°30'00"E., 33.10 feet; thence S.87°30'00"E., 274.00 feet to a point of curvature; thence Easterly, 163.00 feet along the arc of a curve to the left having a radius of 566.00 feet and a central angle of 16°30'00" (chord bearing N.84°15'00"E., 162.43 feet) to a point of tangency; thence N.76°00'00"E., 166.01 feet to a point on a curve; thence Southeasterly, 273.91 feet along the arc of a curve to the left having a radius of 460.00 feet and a central angle of 34°07'03" (chord bearing S.51°18'06"E., 269.88 feet) to a point on a curve; thence Easterly, 11.73 feet along the arc of a curve to the left having a radius of 463.00 feet and a central angle of 01°27'06" (chord bearing S.70°01'55"E., 11.73 feet); thence S.19°14'31"W., 17.33 feet; thence S.83°38'19"W., 54.31 feet; thence S.65°02'52"W., 71.45 feet; thence S.28°10'39"W., 76.64 feet; thence S.07°14'46"W., 58.03 feet; thence S.08°29'15"E., 25.50 feet; thence S.29°39'09"E., 97.04 feet; thence S.23°00'00"W., 163.27 feet to a point of curvature; thence Southerly, 165.87 feet along the arc of a curve to the left having a radius of 423.00 feet and a central angle of 22°28'02" (chord bearing S.11°45'59"W., 164.81 feet) to a point of tangency; thence S.00°31'58"W., 136.56 feet to a point on the aforesaid North boundary of the right-of-way for 19TH AVENUE NORTHWEST; thence along said North boundary of the right-of-way for 19TH AVENUE NORTHWEST, N.89°28'02"W., 484.80 feet to the POINT OF BEGINNING.

The above described having a total acreage of 270.727 acres, more or less  
The Parcels/Property described above create a mathematically closed figure.

**RESOLUTION 2018-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT ALLOCATING THE COMPENSATION OF THE BOARD MEMBERS.**

**WHEREAS**, Cypress Mill 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 entirely within Hillsborough County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (hereinafter the “Board”) has elected to allocate the compensation of the Board;

**WHEREAS**, the Board desires now to accept or decline compensation.

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

**Section 1.** The Board of Supervisors of Cypress Mill authorize the acceptance of payment of \$200.00 per meeting to Board members with a not to exceed amount of \$4,800.00 annually and/or the waiving of above payments.

**Section 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 20<sup>TH</sup> DAY OF JUNE, 2018.**

**ATTEST:**

**CYPRESS MILL  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
**SECRETARY/ASSISTANT SECRETARY**

\_\_\_\_\_  
**CHAIRMAN**

**RESOLUTION 2018-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS MILL  
COMMUNITY DEVELOPMENT DISTRICT ADOPTING GUIDELINES FOR  
REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES.**

**WHEREAS**, Cypress Mill 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 entirely within the Hillsborough County, Florida; and

**WHEREAS**, the Board desires to adopt the District Travel Reimbursement of Expenses Guidelines.

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

**Section 1.** The District hereby adopts the attached District Travel Expenses Reimbursement Policy (Exhibit A)

**PASSED AND ADOPTED THIS 20<sup>TH</sup> DAY OF JUNE, 2018.**

**ATTEST:**

**CYPRESS MILL COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**SECRETARY/ASSISTANT SECRETARY**

\_\_\_\_\_  
**CHAIRMAN**

**Exhibit A: District Travel Reimbursement Policy**

**CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT  
POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES**

**1.0 GENERAL PROVISIONS.**

- 1.1** The usual, ordinary, and incidental travel expenditures necessarily incurred by District board members, employees, consultants, or advisors in the performance of their official duties shall be reimbursed by the Cypress Mill Community Development District (the “District”).
- 1.2** Except as otherwise provided, prior authorization for travel is not required, but reimbursable expenses will be limited to those expenses incurred in the performance of official duties undertaken in connection with such public purposes as the District has been authorized by law to perform.
- 1.3** All claims submitted for reimbursement must be accompanied by a written statement that they are true and correct as to every material matter.

**2.0 TRANSPORTATION.**

- 2.1** All travel must be by a reasonably direct or usually traveled route. In the event a person travels by an indirect route for his/her own convenience, any additional cost shall be borne by the traveler and reimbursement for expenses shall be based on the usually traveled route.
- 2.2** Commercial travel shall be by the most economical method, tourist or coach class. First class rates will be paid only in the event that a statement is attached to the claim certifying that tourist or coach seating was unavailable.
- 2.3** When available without penalty for cancellation, travelers should take advantage of discount fares.
- 2.4** Transportation by common carrier when traveling on official business and paid for by the traveler shall be substantiated by a receipt.
- 2.5** Rental car expenses shall be substantiated by a copy of the rental agreement.
- 2.6** Whenever travel is by a privately-owned vehicle, the traveler shall be entitled to a mileage allowance at the fixed rate per mile as established by the Legislature in

Section 112.061, *Florida Statutes*. Should the State increase the mileage allowance specified in Section 112.061, *Florida Statutes*, the District shall, without further action, be permitted to reimburse travelers at the increased rate. As of June 2014, the mileage rate is 44.5 cents per mile.

- 2.7 All mileage shall be from point of origin to point of destination. When travel commences from a location other than the traveler's official headquarters, mileage shall be calculated on the basis of the distance from the headquarters city to the point of destination, unless the actual distance is shorter. Vicinity mileage necessary for conduct of official business is allowable, but must be identified as a separate item on the claim for reimbursement of expenses.
- 2.8 No traveler shall be allowed either mileage or transportation expense when he/she is gratuitously transported by another person, or when he/she is transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for his/her fare for such transportation up to the cost of a commercial airline ticket for the same flight if one is available, even though the owner or pilot of the aircraft is also entitled to transportation expense for the same flight.

### **3.0 INCIDENTAL EXPENSES.**

- 3.1 Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees, and business-related telephone, telegraph, and facsimile charges shall also be reimbursed if substantiated by receipts.
- 3.2 Reimbursement for meals shall not exceed \$6 for breakfast, \$11 for lunch, and \$19 for dinner. Should the State increase the meal allowances specified in Section 112.061, *Florida Statutes*, the District shall, without further action, be permitted to reimburse travelers based on the increased limits.
- 3.3 Registration fees and other actual and necessary expenses for conventions, conferences and seminars which will serve a direct public purpose related to District activities will be considered reimbursable if persons attending such meetings receive prior approval. In the event room or meal expenses are included in the registration fee, reimbursement for these expenses will be reduced accordingly.

**RESOLUTION 2018-08**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE  
CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT  
DESIGNATING THE LOCATION OF THE LOCAL DISTRICT  
RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Cypress Mill 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 entirely within Hillsborough County, Florida;

**WHEREAS**, District records are available for public review and inspection at the offices of District Manager at 2005 Pan Am Circle, Suite 120, Tampa, Florida 33607;

**WHEREAS**, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Section 190.006(7), Florida Statutes.

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

1. The District’s local records office shall be located at the offices of Meritus located at 2005 Pan Am Circle, Suite 120, Tampa, Florida 33607.
2. This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF JUNE, 2018.**

**ATTEST:**

**CYPRESS MILL COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**SECRETARY/ASSISTANT SECRETARY**

\_\_\_\_\_  
**CHAIRMAN**

**RESOLUTION 2018-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, the Cypress Mill created and existing pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough County, Florida; and

**WHEREAS**, Chapter 190, Florida Statutes, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

**WHEREAS**, Section 1.2(2) of the District’s Proposed Rules of Procedure appoints the Secretary of the District as the District’s records custodian; and

**WHEREAS**, Section 257.36(5), Florida Statutes, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

**WHEREAS**, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

**WHEREAS**, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

**WHEREAS**, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the “Policy”) for immediate use and application; and

**WHEREAS**, the District desires to provide for future amendment of the Records Retention Policy.

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

**SECTION 1.** The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

**SECTION 2.** The duties of the Records Management Liaison Officer shall include the following:

- A. serve as the District's contact with the Florida Department of State, State Library and Archives of Florida; and
- B. coordinate the District's records inventory; and
- C. maintain records retention and disposition forms; and
- D. coordinate District records management training; and
- E. develop records management procedures consistent with the attached Records Retention Policy, as amended; and
- F. participate in the development of the District's development of electronic record keeping systems; and
- G. submit annual compliance statements; and
- H. work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I. such other duties as may be assigned by the Board or the District's records custodian in the future.

**SECTION 3.** The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), Florida Statutes, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, Florida Statutes, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

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

**SECTION 5.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed. Furthermore, upon its passage this resolution supersedes any Records Retention Policy previously adopted by the District.



**PASSED AND ADOPTED** this 20<sup>th</sup> day of June, 2018.

**ATTEST:**

**CYPRESS MILL COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairman

**RESOLUTION 2018-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Cypress Mill 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 entirely within Hillsborough County, Florida; and

**WHEREAS**, the District’s Board of Supervisors (hereinafter the “Board”), is statutorily authorized to exercise the powers granted to the District, but has not heretofore met; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

**WHEREAS**, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District’s meetings.

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

**Section 1.** The annual public meeting schedule of the Board of Supervisors of the for the Fiscal Year 2018 attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with the requirements of Florida law.

**Section 2.** The District Manager is hereby directed to submit a copy of the Fiscal Year 2018 annual public meeting schedule to Hillsborough County and the Department of Economic Opportunity.

**Section 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 20<sup>TH</sup> DAY OF JUNE, 2018.**

**ATTEST:**

**CYPRESS MILL  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
**SECRETARY/ASSISTANT SECRETARY**

\_\_\_\_\_  
**CHAIRMAN**



**RESOLUTION 2018-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Cypress Mill 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 entirely within Hillsborough County, Florida; and

**WHEREAS**, the District’s Board of Supervisors (hereinafter the “Board”), is statutorily authorized to exercise the powers granted to the District, but has not heretofore met; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

**WHEREAS**, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District’s meetings.

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

**Section 1.** The annual public meeting schedule of the Board of Supervisors of the for the Fiscal Year 2019 attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with the requirements of Florida law.

**Section 2.** The District Manager is hereby directed to submit a copy of the Fiscal Year 2019 annual public meeting schedule to Hillsborough County and the Department of Economic Opportunity.

**Section 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 20<sup>TH</sup> DAY OF JUNE, 2018.**

**ATTEST:**

**CYPRESS MILL  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
**SECRETARY/ASSISTANT SECRETARY**

\_\_\_\_\_  
**CHAIRMAN**

**EXHIBIT A**

**BOARD OF SUPERVISORS MEETING DATES  
CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2018**

<b>October 26, 2018</b>	<b>2:00 p.m.</b>
<b>November 23, 2018</b>	<b>2:00 p.m.</b>
<b>December 28, 2018</b>	<b>2:00 p.m.</b>
<b>January 25, 2019</b>	<b>2:00 p.m.</b>
<b>February 22, 2019</b>	<b>2:00 p.m.</b>
<b>March 22, 2019</b>	<b>2:00 p.m.</b>
<b>April 26, 2019</b>	<b>2:00 p.m.</b>
<b>May 24, 2019</b>	<b>2:00 p.m.</b>
<b>June 28, 2019</b>	<b>2:00 p.m.</b>
<b>July 26, 2019</b>	<b>2:00 p.m.</b>
<b>August 23, 2019</b>	<b>2:00 p.m.</b>
<b>September 27, 2019</b>	<b>2:00 p.m.</b>

**All meetings will convene at the office of Lennar Homes located at 4600 W. Cypress Street, Suite  
200, Tampa, FL 33607.**

**RESOLUTION 2018-12**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Cypress Mill 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 Hillsborough County, Florida; and

**WHEREAS**, the District's Board of Supervisors ("Board") is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, Florida Statutes; and

**WHEREAS**, the effective date of Ordinance No. 18-14 creating the District was the June 13, 2018; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on a date established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), Florida Statutes.

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

**Section 1.** In accordance with Section 190.006(2), Florida Statutes, the meeting of the landowners to elect five (5) supervisors of the District, shall be held on July 27, 2018, at 2:00 p.m. at the offices of Lennar Homes, 4600 W. Cypress Street, Suite 200, Tampa, Florida 33607.

**Section 2.** The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Section 190.006(2)(a), Florida Statutes.

**Section 3.** Pursuant to Section 190.006(2)(b), Florida Statutes, the landowners' meeting and election has been announced by the Board at its June 20, 2018 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at the office of the District Manager, Meritus, located at 2005 Pan Am Circle, Suite 120, Tampa, Florida 33607.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 20TH DAY OF JUNE, 2018.**

**ATTEST:**

**CYPRESS MILL COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/ Assistant Secretary  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Chair/ Vice Chair  
Print Name: \_\_\_\_\_

**EXHIBIT A**

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING  
OF THE BOARD OF SUPERVISORS OF THE  
CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Cypress Mill Community Development District (the “**District**”), the location of which is generally described as comprised of a parcel or parcels of land containing approximately 271 acres more or less, generally located between Interstate 75 and Highway 301, north of 19<sup>th</sup> Avenue NE, in Hillsborough County, Florida, advising that a meeting of landowners will be held for the purpose of electing five (5) persons to the District Board of Supervisors. Immediately following the landowners’ meeting there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: July 27, 2018  
TIME: 2:00 p.m.  
PLACE: The offices of Lennar Homes  
4600 W. Cypress Street, Suite 200  
Tampa, Florida 33607

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager located at 2005 Pan Am Circle, Suite 120, Tampa, Florida 33607. At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person nominated for the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy. At the landowners’ meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners’ meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from Meritus located at 2005 Pan Am Circle, Suite 120, Tampa, Florida 33607. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (813) 397-5120, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District Office.



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

Brian Lamb, District Manager

*Run Date(s): June 29 and July 6, 2018*

**EXHIBIT A**

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF THE  
CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

**DATE OF LANDOWNERS' MEETING: July 27, 2018**

**TIME: 2:00 P.M.**

**LOCATION:** The offices of Lennar Homes  
4600 W. Cypress Street, Suite 200  
Tampa, Florida 33607

Pursuant to Chapter 190, Florida Statutes, and after a community development district ("District") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("Board") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners for a four year period and two (2) seats will be up for election by landowners for a two year period. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**EXHIBIT A**

**LANDOWNER PROXY**

**CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
LANDOWNERS' MEETING – JULY 27, 2018**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Cypress Mill Community Development District to be held at the offices of Lennar Homes, 4600 W. Cypress Street, Suite 200, Tampa, Florida 33607, on July 27, 2018, at 2:00 p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

**Parcel Description**

**Acreage**

**Authorized Votes**

_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes (2017), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**EXHIBIT A**

**OFFICIAL BALLOT**  
**CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT**  
**HILLSBOROUGH COUNTY, FLORIDA**  
**LANDOWNERS' MEETING – JULY 27, 2018**

**For Election (5 Supervisors):** The three candidates receiving the highest number of votes will receive a four (4) year term, and the two candidates receiving the lowest number of votes will receive a two (2) year term, with the term of office for each of the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Cypress Mill Community Development District and described as follows:

<b><u>Description</u></b>	<b><u>Acreage</u></b>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowners' Proxy attached hereto, do cast my votes as follows:

<b>NAME OF CANDIDATE</b>	<b>NUMBER OF VOTES</b>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**RESOLUTION 2018-13**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET FOR THE FISCAL YEARS 2017/2018 AND 2018/2019 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Cypress Mill Community Development District (the “**District**”) was established by the Hillsborough County Board of County Commissioners by Ordinance 18-14, which became effective on June 13, 2018; and

**WHEREAS**, the District Manager prepared and submitted to the Board of Supervisors of the Cypress Mill Community Development District (the “**Board**”) the proposed operating budget for the Fiscal Years 2017/2018 and 2018/2019 (the “**Budget**”); and

**WHEREAS**, the Board has considered the proposed Budget and desires to set the required public hearing thereon.

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

1. **BUDGET APPROVED.** The operating Budget proposed by the District Manager for the Fiscal Years 2017/2018 and 2018/2019 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Budget.

2. **SETTING A PUBLIC HEARING.** The public hearing on said approved Budget are hereby declared and set for the following date, hour and location:

DATE: August 24, 2018

HOUR: 2:00 p.m.

LOCATION: Lennar Homes  
4600 W. Cypress Street, Suite 200  
Tampa, Florida 33607

3. **TRANSMITTAL OF BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the proposed Budget to Hillsborough County at least 60 days prior to the hearing set above.

4. **POSTING OF BUDGET.** In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the approved Budget on the District's website at least two days before the budget hearing date as set forth in Section 2.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED this 20th day of June, 2018.**

**CYPRESS MILL COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/ Assistant Secretary

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Chair/ Vice Chair

Print Name: \_\_\_\_\_

**Exhibit A:** Fiscal Year 2017/2018 Budget

**Exhibit B:** Fiscal Year 2018/2019 Budget



**Cypress Mill Community Development District**  
**Fiscal Year 2017/2018 Funding Agreement**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **Cypress Mill Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes, whose mailing address is 2005 Pan Am Circle, Suite 120, Tampa, Florida 33607 (the "**District**") and **Lennar Homes, LLC**, a Florida limited liability company, authorized to do business in the State of Florida, whose mailing address is 4600 W. Cypress Street, Suite 200, Tampa, Florida 33607 (the "**Developer**").

**Recitals**

**WHEREAS**, the District was established by the Board of County Commissioners of Hillsborough County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining public infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, the Developer presently owns all real property, as more particularly described in **Exhibit "A"** attached hereto, (the "Property") within the District, which Property will benefit from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for the fiscal year 2017/2018, which commences on June 13, 2018, the effective date of the ordinance, and concludes on September 30, 2018 (the "Budget"); and

**WHEREAS**, in lieu of levying special assessments on the Property, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibits “B”** so long as payment is timely provided; and

**WHEREAS**, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibits “B”** to the Property; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of having the District levy non ad valorem special assessments as authorized by law against the Property to pay for the activities, operations and services of the District as set forth in **Exhibits “B”**.

### **Operative Provisions**

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Funding Obligations.** From time to time during the 2017/2018 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to \$\_\_\_\_\_ in accordance with the Budget attached hereto as **Exhibit “B”** as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

2. **Budget Revisions.** The District and Developer agree that the Budget shall be revised at the end of the 2017/2018 fiscal year to reflect the actual expenditures of the District for the period beginning on June 13, 2018, the effective date of the ordinance, and ending on September 30, 2018. The Developer shall not be responsible for any additional costs other than

those costs provided for in the Budget. However, if the actual expenditures of the District are less than the amount shown in the Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.

3. Amendments. This instrument constitutes the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. 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 of the parties hereto.

4. Authority. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

5. Assignment. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

6. Default. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.

7. Third Parties. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions

hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

8. Governing Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in Hillsborough County, Florida.

9. Interpretation. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. Termination of Agreement. The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2017/2018 fiscal year on September 30, 2018. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

11. Costs and Fees. In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

**Attest:**

**Cypress Mill Community  
Development District**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chair of the Board of Supervisors

**Witnesses:**

**Lennar Homes, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**Cypress Mill Community Development District**  
**Fiscal Year 2018/2019 Funding Agreement**

This Agreement is made and entered into as of the 20th day of June, 2018, by and between the **Cypress Mill Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes, whose mailing address is 2005 Pan Am Circle, Suite 120, Tampa, Florida 33607 (the "**District**") and **Lennar Homes, LLC**, a Florida limited liability company, authorized to do business in the State of Florida, whose mailing address is 4600 W. Cypress Street, Suite 200, Tampa, Florida 33607 (the "**Developer**").

**Recitals**

**WHEREAS**, the District was established by the Board of County Commissioners of Hillsborough County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining public infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, the Developer presently owns all real property, as more particularly described in **Exhibit "A"** attached hereto, (the "**Property**") within the District, which Property will benefit from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for the fiscal year 2018/2019, which commences on October 1, 2018, and concludes on September 30, 2019 (the "**Budget**"); and

**WHEREAS**, in lieu of levying special assessments on the Property, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibits “B”** so long as payment is timely provided; and

**WHEREAS**, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibits “B”** to the Property; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of having the District levy non ad valorem special assessments as authorized by law against the Property to pay for the activities, operations and services of the District as set forth in **Exhibits “B”**.

### **Operative Provisions**

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Funding Obligations.** From time to time during the 2018/2019 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to \$\_\_\_\_\_ in accordance with the Budget attached hereto as **Exhibit “B”** as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

2. **Budget Revisions.** The District and Developer agree that the Budget shall be revised at the end of the 2018/2019 fiscal year to reflect the actual expenditures of the District for the period beginning on October 1, 2018, and ending on September 30, 2019. The Developer shall not be responsible for any additional costs other than those costs provided for in the

Budget. However, if the actual expenditures of the District are less than the amount shown in the Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.

3. Amendments. This instrument constitutes the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. 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 of the parties hereto.

4. Authority. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

5. Assignment. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

6. Default. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.

7. Third Parties. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions



hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

8. Governing Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in Hillsborough County, Florida.

9. Interpretation. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. Termination of Agreement. The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2018/2019 fiscal year on September 30, 2019. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

11. Costs and Fees. In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

**Attest:**

**Cypress Mill Community  
Development District**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chair of the Board of Supervisors

**Witnesses:**

**Lennar Homes, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**RESOLUTION 2018-14**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT’S INTENT TO USE THE UNIFORM METHOD FOR THE COLLECTION OF NON-AD VALOREM ASSESSMENTS AS AUTHORIZED BY SECTIONS 197.3631 AND 197.3632, FLORIDA STATUTES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to the provisions of Chapters 170, 190, and 197, Florida Statutes, among others, the District is authorized to levy, collect and enforce certain non-ad valorem assessments for the purposes of financing, acquiring, maintaining and/or operating community development facilities, services and improvements within and without the boundaries of the District; and

**WHEREAS**, the District desires to use the “Uniform Method” for the collection of non-ad valorem special assessments authorized by Section 197.3632, Florida Statutes;

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

**Section 1.** A public hearing to adopt the Uniform Method is hereby declared and set for the following date, time and location:

DATE: August 24, 2018  
TIME: 2:00 p.m.  
LOCATION: Lennar Homes  
4600 W. Cypress Street, Suite 200  
Tampa, Florida 33607

**Section 2.** The District Manager is hereby directed to publish notice of the public hearing in accordance with Section 197.3632, Florida Statutes.

**Section 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 20TH DAY OF JUNE, 2018.**

**ATTEST:**

**CYPRESS MILL COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/ Assistant Secretary  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Chair/ Vice Chair  
Print Name: \_\_\_\_\_

**RESOLUTION 2018-15**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S ADOPTION OF ITS RULES OF PROCEDURE; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Cypress Mill Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough County, Florida; and

**WHEREAS**, pursuant to the provisions of Chapters 170, 190, and 197, Florida Statutes, among others, the District is authorized to adopt rules regarding the operation of the District; and

**WHEREAS**, the District desires to adopt the Rules of Procedure attached hereto as Exhibit A; and

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

Section 1. A public hearing will be held to adopt the Rules of Procedure on August 24, 2018, at 2:00 p.m., at the offices of Lennar Homes, 4600 W. Cypress Street, Suite 200, Tampa, Florida 33607.

Section 2. The District Manager is directed to publish notice of the hearing in accordance with Chapters 120 and 190, Florida Statutes.

Section 3. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 20TH DAY OF JUNE, 2018.**

**CYPRESS MILL COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/ Assistant Secretary  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Chair/ Vice Chair  
Print Name: \_\_\_\_\_

**RULES OF PROCEDURE**  
**CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT**

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**RULES OF PROCEDURE  
CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT**

1.0 General.

- (1) Cypress Mill Community Development District (“**District**”) was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction.
- (2) The purpose of these Rules of Procedure (“**Rules**”) is to describe the general operations of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190, Florida Statutes.
- (2) Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) A Rule of the District shall be effective upon adoption by affirmative vote of the Board of Supervisors of the District (the “**Board**”). After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

**Specific Authority:** s.s. 190.011(5), 120.53(1)(a), Fla. Stat.

**Law Implemented:** s.s. 190.011(5), 120.53(1)(a), Fla. Stat.

1.1 Board of Supervisors: Officers and Voting.

- (1) Board of Supervisors. The Board shall consist of five (5) members. Members of the Board must be residents of the State of Florida and citizens of the United States of America. The Board shall exercise the powers granted to the District.
  - (a) Board members shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Board Member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s).
  - (b) Three (3) members of the Board physically present at the meeting location shall constitute a quorum for the purposes of conducting business and



exercising its powers and for all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited or abstains from participating in discussion or voting on a particular item. If three (3) or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law.

- (2) Officers. At the first Board meeting held after each election or appointment where the newly elected members take office, the Board shall select a Chair, Vice-Chair, Secretary, Assistant Secretary, and Treasurer.
- (a) The Chair must be a member of the Board. If the Chair resigns from that office or ceases to be a member of the Board, the Board shall select a Chair, after filling the vacancy. The Chair serves at the pleasure of the Board. The Chair or Vice-Chair shall be authorized to sign checks and warrants for the District, countersigned by the Treasurer. The Chair or Vice-Chair shall be authorized to execute agreements, resolutions, and other documents approved by the Board at a Board meeting. The Chair shall convene and conduct all meetings of the Board. In the event the Chair is unable to attend a meeting, the Vice-Chair shall convene and conduct the meeting. The Chair or Vice-Chair may request the District Manager or other district staff to convene and conduct any meeting of the Board.
  - (b) The Vice-Chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the Vice-Chair resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chair, after filling the Board vacancy. The Vice-Chair serves at the pleasure of the Board.
  - (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as Secretary.
  - (d) The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board.
  - (e) In the event that both the Chair and Vice-Chair are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the

meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chair and Vice-Chair are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings”, in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates and corporate acts. The Records of Proceedings shall be located at the District Office and shall be available for inspection by the public.
- (5) Meetings. The Board shall establish each fiscal year, an annual schedule of regular meetings, which shall be submitted to the local governing authority. All meetings of the Board and all committee meetings shall be open to the public in accord with the provisions of Chapter 286, Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “voting conflict of interest” shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time.
  - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to the Board’s discussion on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes. The Board’s Secretary shall prepare a memorandum of voting conflict (Form 8B) which shall then be signed by the Board member, filed with the Board’s Secretary, and attached to the minutes of the meeting within fifteen (15) days of the meeting.
  - (b) If a Board member inadvertently votes on a matter and later learns they have a conflict on the matter, the member shall immediately notify the Board’s Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate memorandum of voting conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The memorandum shall immediately be provided

to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum.

**Specific Authority:** s.s. 190.001, 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.006, 190.007, 112.3143, Fla. Stat.

## 1.2 Public Information and Inspection of Records.

- (1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the “Records of Proceedings”, may be copied or inspected at the District Office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the District’s records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.
- (2) Copies. Copies of public records shall be made available to the requesting person at the current rate authorized under Section 119.07(4), Florida Statutes. The requesting person may be required to pay for any charges in advance.

**Specific Authority:** s.s. 190.011(5), 120.53, Fla. Stat.

**Law Implemented:** s.s. 190.006, 119.07, 120.53, Fla. Stat.

## 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by Statute or these Rules, at least seven (7) days public notice shall be given of any public meeting, hearing, or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and shall state:
  - (a) The date, time and place of the meeting, hearing, or workshop;
  - (b) A brief description of the nature, subjects and purposes of the meeting, hearing, or workshop;
  - (c) The District Office address for the submission of requests for copies of the agenda;

- (d) Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting, hearing, or workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting, hearing, or workshop by contacting the District Manager. If you are hearing or speech impaired, please contact Florida Relay Service at 711, who can aid you in contacting the District Office.
  - (e) A person who decides to appeal any decision made at the meeting, hearing, or workshop with respect to any matter considered at the meeting, hearing, or workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.
- (2) Agenda. The District Manager, under the guidance of the Chair or Vice-Chair if the Chair is unavailable, shall prepare an agenda of the meeting, hearing, or workshop. The agenda shall be available to the public at least seven (7) days before the meeting, hearing, or workshop except in an emergency. The agenda may be changed before or at the meeting, hearing, or workshop by a vote of the Board.
- (a) The District may, but is not required, to use the following format in preparing its agenda for its regular meetings:
    - Call to order
    - Roll call
    - Audience Questions and Comments on Agenda Items
    - Review of minutes
    - Specific items of old business
    - Specific items of new business
  
    - Staff reports
      - (a) District Counsel
      - (b) District Engineer
      - (c) District Manager
    - Supervisor's requests and comments
    - Audience Questions and Comments
    - Adjournment
- (3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.

- (4) Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (5) Emergency Meetings. The Chair, or Vice-Chair if the Chair is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2), (4), and (6) to act on emergency matters that may affect the public health, safety or welfare. Whenever possible, the Chair shall make reasonable efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one major newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (6) Public Comment. The public shall be provided the opportunity to be heard on any proposition that will come before the Board at a meeting. The Board shall set aside a reasonable amount of time for public comment on agenda items, and the time for public comment shall be identified in the agenda. Persons wishing to address the Board should notify the Secretary of the Board prior to the “Audience Comment” section of the agenda. Each person wishing to address the Board will be given a reasonable amount of time for their comments, in the interest of time and fairness to other speakers.
- (7) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008, Florida statutes. Once adopted in accord with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (8) Continuances. Any meeting of the Board or any item or matter included on the agenda for a meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter was included on the agenda.
- (9) Board Authorization. The District has not adopted Robert’s Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board

members present. Any Board member, including the Chair, can make or second a motion.

**Specific Authority:** s.s. 190.005, 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.007, 190.008, 120.53, 286.0105, 286.0114, 120.54, Fla. Stat.

## 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by paragraph (3). The notice of rule development shall indicate the subject area to be addressed by rule development, provide short, plain explanation of the purpose and effect of the proposed rule, cite specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available. The notice of rule development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed rule.
  - (b) All rules shall be drafted in accord with Chapter 120, Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
  - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2), Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice; and a statement as to whether, based on the statement of the estimated regulatory costs or other information expressly relied upon and described

by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3). The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled or required under Florida Statutes. Except when the intended action is the repeal of a rule, the notice must include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.

- (b) The notice shall be published in a newspaper of general circulation in the county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
  - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Board must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
  - (5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes, except that copies of the petition shall not be sent to the Administrative Procedure Committee, and notice may be given in a newspaper of general circulation in the county in which the District is located.
  - (6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
  - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541, Florida Statutes; and
  - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.
- (10) Variations and Waivers. Variations and waivers from these Rules may be granted to the provisions and limitations contained in Section 120.542, Florida Statutes.



- (11) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be adopted pursuant to Section 190.035, Florida Statutes.

**Specific Authority:** s.s. 190.011(5), 190.011(15), 120.54, 190.035, Fla. Stat.

**Law Implemented:** s.s. 120.54, 190.035(2), Fla. Stat.

### 3.0 Decisions Determining Substantial Interests.

- (1) Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the Chair shall designate any member of the Board (including the Chair), District Manager, District Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

1. Administer oaths and affirmations;
  2. Rule upon offers of proof and receive relevant evidence;
  3. Regulate the course of the hearing, including any prehearing matters;
  4. Enter orders;
  5. Make or receive offers of settlement, stipulation, and adjustment.
- (a) The person conducting the hearing shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action.
- (b) The District shall issue a final order within forty-five (45) days:
1. After the hearing is concluded, if conducted by the Board;
  2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or

3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.
- (2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.11(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida statutes. Prior to exercising the power of eminent domain, the District shall:
    - (a) Adopt a resolution identifying the property to be taken;
    - (b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if the taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

**Specific Authority:** s.s. 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** s.s. 190.011(11), Fla. Stat.

#### 4.0 Purchasing, Contracts, Construction and Maintenance.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following procedures, definitions and rules are outlined for the purchase of professional, construction, maintenance, and contract services, and goods, supplies, materials, and insurance.
- (2) Definitions.
  - (a) “Continuing contract” is a contract for professional services (of a type described above), entered into in accordance with this Rule, between the District and a firm whereby the firm provides professional services for the District for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.
  - (b) “Contractual services” means rendering time and effort rather than furnishing specific goods or commodities. Contractual services do not include legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, or professional services (as defined in Section 287.055(2)(a), Florida Statutes and these Rules) and shall generally be considered the services referenced by Section 287.012(8), Florida Statutes. Contractual services do not include the extension of an existing contract for services if such extension is provided for in the contract terms.
  - (c) “Emergency purchases” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods,

hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive solicitation would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (d) “Goods, supplies and materials” do not include printing, insurance, advertising, or legal notices.
- (e) “Invitation to Bid” is a written solicitation for sealed bids with the title, date and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, evaluation criteria, and provides for a manual signature of an authorized representative.
- (f) “Lowest Responsible bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
- (g) “Most Advantageous bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the most advantageous bid or proposal to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
- (h) “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of Florida, or those performed by an architect, professional engineer, landscape architect or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (i) “Project” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold

amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, or for a planning study activity when the fee for professional services is estimated by the District to exceed the threshold amount provided in Section 287.017, for CATEGORY TWO, as such categories may be amended from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.

- (j) “Purchase” means acquisition by sale, rent, lease, purchase, or installment sale. It does not include transfer, sale or exchange of goods, supplies or materials between the District and any federal, state, regional or local government entity or political subdivision of the state.
- (k) “Request for Proposal” is a written solicitation for sealed proposals with the title, date and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis and evaluation criteria as necessary.
- (l) “Responsive bid/proposal” means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these Rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

#### 4.1 Purchase of Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising or legal notices.
- (2) Procedure. When a purchase of goods, supplies or materials is within the scope of this Rule, the following is appropriate:
  - (a) The Board shall cause to prepare an Invitation to Bid or Request for Proposal, as appropriate.
  - (b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation within the District. The

notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

- (c) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
- (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
- (e) The Most Advantageous Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines that it is in the best interests of the District. In the event the bids exceed the amount of funds available to be allocated by the District for this purchase, the bids may be rejected. The board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.
- (f) Notice of award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days.
- (g) If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement of goods, supplies or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials.
- (h) If the District does not receive a response to its competitive solicitation, the District may proceed to purchase such goods, supplies, materials, or construction services in the manner it deems in the best interests of the District.
- (i) The District may make an emergency purchase without complying with these rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

## 4.2 Contracts for Construction of Authorized Project.

- (1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.
  
- (2) Procedure.
  - (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date of submittal for bids.
  
  - (b) The District may maintain lists of persons interested in receiving notices of Invitation to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
  
  - (c) To be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of its bid proposal:
    1. Hold all required applicable state professional licenses in good standing.
    2. Hold all required applicable federal licenses in good standing, if applicable.
    3. If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
    4. Meet any special pre-qualification requirement set forth in the bid/proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.

- (d) Bids or proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposals. Bids or proposals shall be evaluated in accordance with the Invitation to Bid or Request for Proposal and these Rules.
- (e) To assist in the determination of the most advantageous bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the most advantageous bidder, the District Representative may consider, in addition to the factors described in the invitation or request, the following:
  - 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
  - 2. The past performance of each bidder or proposer for the District and in other professional employment settings.
  - 3. The willingness of each bidder or proposer to meet time and budget requirements.
  - 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
  - 5. The recent, current, and project workloads of the bidder or proposer.
  - 6. The volume of work previously awarded to each bidder or proposer.
  - 7. Whether the cost components of each bid or proposal are appropriately balanced.
  - 8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid/Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders or proposers to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or

proposal. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover costs of bid or proposal preparation or submittal from the District.

- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, 255.0525, Fla. Stat.

#### 4.3 Contracts for Maintenance Service.

- (1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contract services and /or goods, supplies or materials as defined herein. Where a contract for maintenance of such facility or project includes goods, supplies or materials and/or contract services, the District may in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies and materials, and contract services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure.
  - (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
  - (b) The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
  - (c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
    - 1. Hold the required applicable state and professional licenses in good standing.



2. Hold all required applicable federal licenses in good standing, if any.
3. Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.
4. Meet any special pre-qualification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (d) Bids or Proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal. Bids and Proposals shall be evaluated in accordance with the Invitation or Request and these Rules.
- (e) To assist in the determination of the Most Advantageous Bid or Proposal, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the Most Advantageous Bid or Proposal, the District Representative may consider, in addition to the factors described in the Invitation or request, the following:
  1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
  2. The past performance of each bidder or proposer for the District and in other professional employment settings.
  3. The willingness of each bidder or proposer to meet time and budget requirements.
  4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
  5. The recent, current, and project workloads of the bidder or proposer.
  6. The volume of work previously awarded to each bidder or proposer.

7. Whether the cost components of each bid or proposal are appropriately balanced.
  8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid or Proposal may be accepted; however, the Board shall have the right to reject all bids or proposals, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover costs of bid or proposal preparation or submittal from the District.
- (h) Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

#### 4.4 Purchase of Insurance.

- (1) Scope. The purchase of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by these Rules. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of Invitation to Bid may be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

- (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
- (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
- (e) If only one (1) response to an Invitation to Bid is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
- (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
- (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies which have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, if any, to the District Officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall need of the District, its officers, employees and/or dependents.
- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery service, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 112.08, Fla. Stat.

#### 4.5 Procedure for Purchasing Contractual Services.

- (1) Scope. All purchases for contractual services (except for maintenance services) may, but are not required to, be made by competitive Invitation to Bid. If state or federal law prescribes with whom the District must contract, or established the rate of payment, then these Rules shall not apply. A contract involving both goods, supplies, and materials plus contractual services may, at the discretion of the Board, be treated as a contract for goods, supplies, and materials.

- (2) Procedure. When a purchase of contractual services is within the scope of this Rule (and the District has elected to follow this procedure), the following procedure shall be followed:
- (a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposal, as appropriate.
  - (b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. The District shall make a good faith effort to provide written notice, by United States Mail, to persons who provide their names and addresses to the District Office for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with these Rules and shall not be the basis for a protest of any contract award.
  - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid and Request for Proposal. Bids and proposals shall be evaluated in accordance with Invitation to Bid or Request for Proposal and these Rules.
  - (e) If only one (1) response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for contractual services from such bidder or proposer. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of the needed contractual services.
  - (f) The Board has the right to reject any and all bids or proposals. The reservation regarding the right to reject shall be included in all solicitations and advertisements. If the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders and proposers not receiving a contract award shall not be entitled to recover any costs of bid or proposal preparation or submittal from the District.
  - (g) The Most Advantageous Bid or Proposal may be accepted by the District. The Board may require bidders to furnish bid, performance and/or other bonds with a reasonable surety to be approved by the Board.

- (3) Notice. Notice of contract award, including the rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery, and by posting same in the District Office for seven (7) days.
- (4) Contract Renewal. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Renewal shall be contingent upon satisfactory performance evaluations by the District.
- (5) Contract Manager and Contract Administrator. The Board may designate a representative to function as contract manager, who shall be responsible for enforcing performance of the contract terms and conditions and serve as the liaison with the contractor. The Board may also designate a representative to function as contract administrator, who shall be responsible for maintaining all contract files and financial information. One person may serve as both contract manager and administrator.
- (6) Emergency Purchase. The District may make an emergency purchase of contractual services without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033(3), Fla. Stat.

#### 4.6 Procedure Under Consultant's Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

- (1) Qualifying Procedures. In order to be eligible to submit a bid or proposal, a firm must, at the time of receipt of the bid or proposal:
  - (a) Hold all required applicable state professional licenses in good standing.
  - (b) Hold all required applicable federal licenses in good standing, if any.

- (c) If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
- (d) Meet any pre-qualification requirements set forth in the project or bid specifications. Qualification standards may include, but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

- (2) Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when professional services are required for a project by publishing a notice providing a general description of the project and method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The District may maintain lists of persons interested in receiving such notices. These persons are encouraged to submit annually statements of qualifications and performance data. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

- (3) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability, as well as any statements of qualification of file. The Board shall conduct discussions with, and may require public presentation by firms regarding their qualifications, and/or public presentation, select and list the firms, in order of preference, deemed to be the most highly capable and qualified to perform the required professional services, after considering these and other appropriate criteria:
  - 1. The ability and adequacy of the professional personnel employed by each firm.
  - 2. Each firm's past performance for the District in other professional employment settings.

3. The willingness of each firm to meet time and budget requirements.
4. The geographic location of each firm's headquarters or office in relation to the project.
5. The recent, current, and projected workloads of each firm.
6. The volume of work previously awarded to each firm.
7. Whether a firm is a certified minority business enterprise.

Nothing in these Rules shall prevent the District from evaluating and eventually selecting a firm if less than three (3) responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

- (b) If the selection process is administered by a person other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(4) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as the most qualified to perform the required professional services.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District within twenty-one (21) days be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable then unless modified by the Board, negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the

second most qualified firm. If a satisfactory agreement with the second firm cannot be reached within twenty-one (21) days (unless modified by the Board to the contrary) those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

- (d) Should the District be unable to negotiate a satisfactory agreement with any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
  - (e) Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days.
- (5) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.
- (6) Emergency Purchase. The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.011(3), 287.055, 190.033, Fla. Stat.

## 5.0 Bid Protests.

Purpose and Scope. In order to comply with Sections 190.033(1) through (3), Florida Statutes, the following procedures and rules are outlined for the protest of any bids or contracts awarded.

**Specific Authority:** s.s. 120.57, 190 011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.



## 5.1 Bid Protests Under the Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal shall be in accordance with this section.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day), and by posting same in the District Office for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Section 5.3 of the Rules of Cypress Mill Community Development District shall constitute a waiver of proceedings under those Rules."
- (2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within seven (7) days after the date when notice of protest is filed. Failure to file a notice of protest, or failure to file a formal written protest, shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon a receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays and legal holidays, upon receipt of a formal written request.

- (5) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 3.0.

**Specific Authority:** s.s. 120.57(3), 190.011(5) Fla. Stat.

**Law Implemented:** s.s. 120.57(3), 190.033, Fla. Stat.

## 5.2 Protests With Respect To Contracts Awarded Or Bid Documents.

The resolution of any protests regarding Bid Documents or the decision to award a contract for a bid or proposal shall be in accordance with section 5.2.

- (1) Notice. The District shall give all bidders or proposers written notice of a decision to award or to reject all bids by posting the notice in the District Office for seven (7) days, with a copy being provided to all submitting firms by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day). The notice shall include the following statement: “Failure to file a written protest with the District within seventy-two (72) hours following the receipt of notice of the District’s decision to award a contract shall constitute a waiver of any objection to the award of such contract.”

(2) Filing.

- (a) Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District’s decision, and shall file a formal written protest with the District within seven (7) calendar days after timely filing the initial notice of protest. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt of the District. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the District’s decision or contract award. The formal written protest shall state with particularity the facts and law upon which the protest is based.
- (b) With respect to a protest regarding the Bid Documents, including specifications or other requirements contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to

timely file a formal written protest shall constitute a waiver of any right to object to or protest with respect to the aforesaid plans, specifications or contract documents.

- (3) Award Process. Upon receipt of a timely filed notice of protest, the District shall abate the contract award process until the protest is resolved by final Board action. However, if the District determines particular facts and circumstances require the continuance of the contract award process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the contract award process may continue. In such circumstances, the contract awarded shall be conditioned on the outcome of the protest.
- (4) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be posted in the office of the District not less than three (3) calendar days prior to such informal proceeding, with copies being mailed to the protestant and any substantially affected person or parties. Within fifteen (15) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (5) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided above, the District shall schedule a formal hearing to resolve the protest in accordance with the procedural guidelines set forth in Section 3.0.

**Specific Authority:** s.s. 120.57, 190 011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

### 5.3 Bid Protests Relating to Any Other Award.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid proposal under Sections 4.1, 4.2, or 4.5 shall be in accordance with Section 5.3.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered on the next business day), and by posting same in the District Office for seven (7) calendar days.

- (2) Filing. Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within five (5) days, excluding Saturdays, Sundays and legal holidays, of receipt of a formal written protest.
- (5) Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 3.0.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

## 6.0 Design-Build Contract Competitive Proposal Selection Process.

- (1) Scope. The District may utilize design-build contracts for any public construction project for which the Board determines that use of such contracts in the best interest of the District. When letting a design-build contract, the District shall use the following procedure:
  - (a) The District shall utilize a design criteria professional meeting the requirements of Section 287.055(2)(k) when developing a design criteria package, evaluating the responses or bids submitted by design-build firms, and determining compliance of the project construction with the design criteria package. The design criteria professional may be an employee of the District or may be retained using Section 4.6, Procedure Under Consultant's Competitive Negotiations Act.

- (b) A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance-oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. If the project utilizes existing plans, the design criteria professional shall create a design criteria package by supplementing the plans with project specific requirements, if any. All design criteria packages shall require firms to submit information regarding the qualifications, availability and past work of the firms, including the partners and members thereof.
- (c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals which may include, but not be limited to, based on price, technical, and design aspects of the project, weighted for the project.
- (d) After the design criteria package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited, pursuant to the design criteria by the following procedure:
  - 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate.
  - 2. The District may maintain qualifications information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small Business and Minority Assistance Act of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.
  - 3. In order to be eligible to submit a proposal a firm must, at the time of receipt of the proposals:
    - (a) Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(h), Florida Statutes;
    - (b) Hold all required applicable federal licenses in good standing, if any;

- (c) Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation;
- (d) Meet any special prequalification requirements set forth in the design criteria package.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (e) The Board shall select no fewer than three (3) design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal.
  - (f) The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards, and shall establish a price which the Board determines to be fair, competitive, and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached.
  - (g) After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  - (h) The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.
- (2) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified design-build firm available at the time. The fact that an emergency purchase has occurred shall be noted in the minutes of the next Board meeting.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, 255.20, Fla. Stat.

7.0 District Auditor Selection Procedures.

Prior to selecting an auditor to conduct the annual financial audit as required in section 218.39, Florida Statutes, the District shall use the auditor selection procedures as required under section 218.391, Florida Statutes.

**Specific Authority:** s. 190.011(5), Fla. Stat.

**Law Implemented:** s. 218.391, Fla. Stat.

8.0 Effective Date.

These Rules shall be effective August 24, 2018.

**RESOLUTION 2018-16**

**A RESOLUTION SETTING FORTH THE POLICY OF THE CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors (“Board”) and the officers of the Cypress Mill Community Development District (“District”) are constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

**WHEREAS**, it is absolutely essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Board and its officers is maintained at a minimum; and

**WHEREAS**, the Board wishes to formalize a policy with regard to the support and legal protection of the Board and its officers so as to reduce the threat of personal liability to such individuals and allow for an effective decision-making environment.

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

1. As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members and officers of the District shall be provided the benefit of the indemnification, support and legal defense provisions provided in this Resolution:

- a. All members of the Board of Supervisors; and
- b. The District Manager, Secretary and Assistant Secretaries, Treasurer and Assistant Treasurers, and other District officers.

2. As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, Florida Statutes, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any action or omission of action of all Board members and officers, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Board member or officer acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Board member or officer for an act or omission under color of state law, custom or usage, wherein it is alleged that such Board member or officer has deprived another person of rights secured under the Federal Constitution or laws,



including, by way of example, actions under 42 U.S.C. § 1983 or other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against a Board member or officer from the performance of their official duties while serving a public purpose, including civil, administrative or criminal actions as permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the State does not through its laws protect the Board and its officers from liability, the District is committed to doing so to the extent described in this Resolution and as permitted by law.

3. The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit that directly results from a decision or act made by a Board member or officer while performing the duties and functions of his or her position.

4. This Resolution is intended to evidence the District's support of Board members and officers who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his or her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the District Board member(s) and/or officer(s) in question are each presumed to have acted within the scope of his or her office and are presumed to be acting in good faith, without a malicious purpose and not in a manner exhibiting wanton and willful disregard of human rights, safety or property. The District's Board of Supervisors may overcome this presumption only by unanimous vote of those participating and voting, in accordance with Section 7 herein.

5. In the event that the District has expended funds to provide an attorney to defend a Board member or officer who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

6. The District agrees to pay any final judgment, including damages, fines, penalties or other damages, costs, and attorney's fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Board member or officer as described in Section 111.07, Florida Statutes. If the action arises under Section 768.28, Florida Statutes, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. § 1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph, provided, however, that the District determines such compromise or settlement to be in the District's best interest.

7. To rebut the presumption of the automatic payment of judgments or provision of legal representation pursuant to this Resolution, at least one of the following determinations shall be made by a unanimous decision of the District's Board of Supervisors participating and voting:

- a. The actions of the Board member and/or officer were outside the scope of his or her duties and authority; or
- b. The acts or omissions of the Board member and/or officer constituted bad faith, malicious purpose, intentional infliction of harm or were done in a manner exhibiting wanton and willful disregard of human rights, safety or property; or
- c. The Board member and/or officer received financial profit or advantage to which he or she was not legally entitled.

8. To ensure the provision of legal representation pursuant to this Resolution, the following must be met:

- a. A copy of the summons, complaint, notice, demand letter or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint, must be delivered to the District Chairman, Vice Chairman, District Manager or District Attorney within fourteen (14) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Board member and/or officer; and
- b. The Board member and/or officer must cooperate continuously and fully with the District in the defense of the action.

9. Any indemnification, legal defense or other protection provided pursuant to this representation shall not extend to:

- a. Consulting or other outside professional or business activities for which the Board member and/or officer received financial or other material compensation, which are outside the scope of his or her District duties and authority; and
- b. Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 1(b) of this Resolution, unless the Board votes to authorize such indemnification, legal defense, or other protection; and
- c. Any fine, penalty or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and
- d. Any indemnification or defense prohibited by law.

10. In the event legal representation or defense is provided pursuant to this Resolution, the Board member and/or officer may either:

- a. Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or
- b. Retain legal counsel chosen by the Board member and/or officer, in which case the District shall have the right to:
  - i. Approve, in advance, any agreement for legal fees or disbursements; and
  - ii. Pay all or part of the legal fees, costs and other disbursements and to set a maximum for legal fees, costs and other disbursements; and
  - iii. Direct the defense and settle or compromise the action or claim; and
  - iv. Reduce or offset any monies that may be payable by the District by any court costs or attorneys fees awarded to the Board member or officer.

11. The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

12. To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives and estate of the Board member and/or officer.

13. The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification or withdrawal of this Resolution.

14. This Resolution shall be effective as of its adoption on the date listed below and shall apply to any acts or omissions occurring after that date.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of June, 2018.

**ATTEST:**

**CYPRESS MILL COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**SECRETARY/ASSISTANT SECRETARY**

\_\_\_\_\_  
**CHAIRMAN**

**RESOLUTION 2018-17**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Cypress Mill 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 entirely within Hillsborough County, Florida; and

**WHEREAS**, the District’s Board of Supervisors (hereinafter the “Board”), is statutorily authorized to select a depository as defined in Section 280.02, Florida Statutes, which meets all the requirements of Chapter 280 and has been designated by the State Chief Financial Officer as a qualified public depository; and

**WHEREAS**, the District has had no District revenues and has therefore made no public deposits nor has the District heretofore delegated to a Treasurer, or to any other person, responsibility for handling public deposits; and

**WHEREAS**, the District, prior to making any public deposit, is required to furnish to the State Chief Financial Officer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

**WHEREAS**, the Board, having organized by electing a Treasurer and other officers, is now in a position to select a public depository and to comply with the requirements for public depositories; and

**WHEREAS**, the Board wishes to designate a public depository for the funds of the District.

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

**Section 1.**      Suncoast Bank is hereby designated as the public depository for funds of Cypress Mill Community Development District.

**Section 2.**      In accordance with Section 280.17(2), Florida Statutes, the District’s Secretary is directed to take the following steps:

- (a) Ensure that the name of the District is on the account or certificate or other form provided to the District by the qualified public depository in a manner sufficient to identify that the account is a Florida public deposit.
- (b) Execute the form prescribed by the Chief Financial Officer for identification of each public deposit account and obtain acknowledgment of receipt on the form from the qualified public depository at the time of opening the account.
- (c) Maintain the current public deposit identification and acknowledgment form as a valuable record.

**Section 3.**      The District’s Treasurer, upon assuming responsibility for handling the funds of the District, is directed to furnish to the State Chief Financial Officer annually, not later than November 30 of each year, the information required in accordance with Section 280.17(6), Florida Statutes, and otherwise take the necessary steps to ensure that all other requirements of Section 280.17, Florida Statutes, have been met.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 20<sup>TH</sup> DAY OF JUNE, 2018.**

**ATTEST:**

**CYPRESS MILL COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**SECRETARY/ASSISTANT SECRETARY**

\_\_\_\_\_  
**CHAIRMAN**

**RESOLUTION 2018-18**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S), AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Cypress Mill 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 entirely within Hillsborough County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (hereinafter the "Board") has selected a depository as defined in Section 280.02, Florida Statutes, which meets all the requirements of Chapter 280 and has been designated by the State Chief Financial Officer as a qualified public depository; and

**WHEREAS**, the Board desires now to authorize signatories for the operating bank account(s).

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

**Section 1.** The Chairman, Vice Chairman, Secretary, Assistant Secretaries and Treasurer are hereby designated as authorized signatories for the operating bank account(s) of Cypress Mill Community Development District.

**Section 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 20<sup>TH</sup> DAY OF JUNE, 2018.**

**ATTEST:**

**CYPRESS MILL  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
**SECRETARY/ASSISTANT SECRETARY**

\_\_\_\_\_  
**CHAIRMAN**

**RESOLUTION 2018-19**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Cypress Mill Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

**WHEREAS**, Section 190.011(5), Florida Statutes, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

**WHEREAS**, the Board of Supervisors of the District (hereinafter the "Board") typically meets monthly to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

**WHEREAS**, the Board may establish bi-monthly, quarterly or other meeting dates not on a monthly basis, or may cancel regularly scheduled monthly meetings from time to time; and

**WHEREAS**, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

**WHEREAS**, establishing meeting schedules outside of monthly meetings may interfere with the timely approval of disbursements and payment of expenses; and

**WHEREAS**, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities.

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

**Section 1.** Continuing Expenses: The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

1. The invoices must be due on or before the next scheduled meeting of the Board of Supervisors.
2. The invoice must be pursuant to a contract or agreement authorized by the Board of Supervisors.
3. The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.
4. The invoice amount will not cause payments to exceed the adopted budget of the District.

**Section 2.** Non-Continuing Expenses: The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are 1) required to provide for the health, safety, and welfare of the residents within the District; or 2) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

1. Non-Continuing Expenses Not Exceeding \$5,000- with approval of the District Manager;
2. Non-Continuing Expenses Exceeding \$5,000- with approval of the District Manager and Chairman of the Board of Supervisors.

**Section 3.** Any payment made pursuant to this Resolution shall be submitted to the Board of Supervisors at the next scheduled meeting for approval and ratification.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 20<sup>TH</sup> DAY OF JUNE, 2018.**

**ATTEST:**

**CYPRESS MILL  
COMMUNITY DEVELOPMENT  
DISTRICT**

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**SECRETARY/ASSISTANT SECRETARY**

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**CHAIRMAN**



**RESOLUTION 2018-20**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT, ADOPTING INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Cypress Mill 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 entirely within the Hillsborough County, Florida; and

**WHEREAS**, the Board of Supervisors of Cypress Mill Community Development District (hereinafter referred to as the “Board”) is required to adopt investment guidelines in accordance with Section 218.415, Florida Statutes; and

**WHEREAS**, the Board desires to adopt investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, Florida Statutes

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

**Section 1.** The District hereby adopts the attached Investment Policy (Exhibit A) for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415, Florida Statutes. The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates:

- a. The Local Government Surplus Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes.
- b. Securities and Exchange Commission registered money market funds with the highest quality rating from a nationally recognized rating agency.
- c. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, Florida Statutes.
- d. Direct obligations of the U.S. Treasury.

**Section 2.** Securities listed in paragraphs c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

**Section 3.** This Resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

**PASSED AND ADOPTED THIS 20<sup>TH</sup> DAY OF JUNE, 2018.**

**ATTEST:**

**CYPRESS MILL COMMUNITY  
DEVELOPMENT DISTRICT**

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**SECRETARY/ASSISTANT SECRETARY**

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**CHAIRMAN**

**RESOLUTION 2018-21**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Cypress Mill 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 entirely within Hillsborough County, Florida; and

**WHEREAS**, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

**WHEREAS**, on June 20, 2018, the Board of Supervisors of Cypress Mill Community Development District (hereinafter the “Board”) approved an agreement with the State of Florida, Division of Emergency Management (“Division”), concerning the Statewide Mutual Aid Agreement; and

**WHEREAS**, the Division requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Chapter 27P-19, Florida Administrative Code.

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

Section 1: The foregoing ‘WHEREAS’ clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

Section 2: That execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

Section 3: This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED THIS 20<sup>TH</sup> DAY OF JUNE, 2018.**

**ATTEST:**

**CYPRESS MILL  
COMMUNITY DEVELOPMENT  
DISTRICT**

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**SECRETARY/ASSISTANT SECRETARY**

---

**CHAIRMAN**

**RESOLUTION 2018-22**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS MILL COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, Cypress Mill Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough County, Florida; and

**WHEREAS**, Chapter 190, Florida Statutes, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, Section 286.0114, Florida Statutes, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

**WHEREAS**, Section 286.0114, Florida Statutes, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

**WHEREAS**, the District's Board of Supervisors ("**Board**") finds that it is in the best interests of the District to adopt by resolution a policy (the "**Public Comment Policy**") for immediate use and application.

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

**SECTION 1. DESIGNATING PUBLIC COMMENT PERIODS.** The District's Chairperson, his or her designee, or such other person conducting a District meeting ("**Presiding Officer**"), shall ensure that there is at least one period of time ("**Public Comment Period**") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

- a) An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.

- b) Speakers shall be permitted to address any agenda item or non-agenda matter(s) of personal or general concern, during the initial Public Comment Period.
- c) Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker's time.
- d) The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, Florida Statutes. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

**SECTION 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD.** Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to proving any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such Sections to District workshops.

**SECTION 3. PUBLIC DECORUM.** The following policies govern public decorum at public meetings and workshops:

- a) Each person addressing the Board shall proceed to the place assigned for speaking, and should state his or her name and address in an audible tone of voice for the public record.
- b) All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.

- c) Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior, and from making vulgar or threatening remarks. Speakers shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.
- d) In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:
  - i. The Presiding Officer may declare a recess.
  - ii. The Presiding Officer may contact the local law enforcement authority.
  - iii. In case the person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, Florida Statutes, or other applicable law.

**SECTION 4. EXCEPTIONS.** The Board recognizes and may apply all applicable exceptions to Section 286.0114, including those set forth in Section 286.0114(3) and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

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

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed. Furthermore, upon its passage this Resolution supersedes any Public Comment Policy previously adopted by the District.

**PASSED AND ADOPTED this 20<sup>th</sup> day of June, 2018.**

**ATTEST:**

**CYPRESS MILL COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman

## DEVELOPMENT ACQUISITION AGREEMENT

This Development Acquisition Agreement, dated as of the \_\_\_\_\_ day of June, 2018, is between **Lennar Homes, LLC**, a Florida limited liability company (“**Developer**”) and the **Cypress Mill Community Development District**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes (the “**District**”).

### Recitals

**WHEREAS**, the District has previously determined that it is in the best interests of the present and future landowners within the District to finance, construct and/or deliver certain community development services and facilities within the District (such facilities, systems, and improvements are more specifically described in the plans and specifications on file at the registered office of the District); and

**WHEREAS**, the District intends to issue Special Assessment Bonds in one or more series (“**Bonds**”), to finance the acquisition and construction of the capital improvement project described in the Petition to Establish Cypress Mill Community Development District dated January 26, 2018 (the “**Project**”); and

**WHEREAS**, contingent upon the closing on the sale of the Bonds and subject to the terms and conditions hereof, the District is willing to acquire the portion of the Project constructed by the Developer from the Developer, and the Developer has agreed to convey the portion of the Project constructed by the Developer to the District in consideration of a Promissory Note (the “**Note**”) from the District, in the form attached hereto as **Exhibit “A”**, subject to the conditions set forth in the Note, for the lesser of the actual cost of those assets or the fair market value of those assets; and

**WHEREAS**, in order to acquire, construct, operate and maintain the Project, the District will require the Developer (i) to convey to the District, from time to time, all of Developer’s right, title, and interest in the Project, (ii) to assign or otherwise convey to the District, from time to time, all existing reservations made to the Developer of conservation tracts, maintenance buffer easements, lake maintenance easements, water management tracts, drainage easements, sewer easements, ingress and egress easements, and like easements within the District to the extent constituting a portion of the Project and/or financed with the proceeds of the Bonds, and (iii) to convey or dedicate to the District, from time to time, all non-exclusive easements, tracts, structures, and improvements that in the future shall constitute or be necessary to construct, operate, and maintain the Project.

### Operative Provisions

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Conveyance of the Project**. From time to time as legally appropriate to effect a transfer to the District of a fee or non-exclusive easement estate in land owned, acquired or otherwise controlled by Developer (as the case may be) and relating to the Project, and to the extent permitted by applicable laws and regulations, the Developer shall convey to the District such legal

interest in and to the Project, subject to non-exclusive easements as reasonably requested by Developer, free and clear of all liens and encumbrances except matters of record and current taxes. The Developer shall, at its expense, furnish the District an ownership and encumbrance report or other title evidence reasonably satisfactory to the District confirming that the Developer has fee simple title to that portion of the Project (if any) that are realty, free and clear of liens and encumbrances except matters of record and current taxes. The conveyances shall be made by special warranty deed or non-exclusive easement (as appropriate), in recordable form, or by appropriate dedications upon recorded subdivision plats for the portion of the Project which are realty and by absolute bill of sale or written assignment for those Project which are tangible or intangible personalty. All such instruments of conveyance or assignment shall be in a form reasonably acceptable to the District and the Developer, and shall be executed and delivered to the District from time to time hereafter as requested by the District.

2. **Conveyances of Reservations.** From time to time as reasonably requested by the District, but no later than the recordation of a plat for any portion of the Project, and subject to applicable laws pertaining to such matters, the Developer shall transfer and assign to the District all existing reservations made by the Developer of conservation tracts, maintenance buffer easements, lake maintenance easements, water management tracts, drainage easements, sewer easements, ingress and egress easements, and like easements within the District to the extent constituting a portion of the Project and/or financed with the proceeds of the Bonds (collectively, the “**Reservations**”).

3. **Agreement to Convey or Dedicate.** On or before the closing on the sale of the Bonds, the Developer shall execute and deliver to the District, in recordable form, an Agreement to Convey or Dedicate to the District all future easements, tracts, structures, and improvements (collectively, the “**Project Lands and Improvements**”), that constitute the Project and/or are necessary to construct, operate, and maintain the Project on the lands within the District owned by Developer and subject to the terms of this Agreement.

4. **Plan and Specifications.** The Developer shall provide the District with three sets of any and all plans and specifications relating to the portion of the Project developed by Developer.

5. **Purchase Price.** From available proceeds at the closing on the sale of the Bonds, and thereafter from time to time, and in accordance with the terms hereof and the terms of the indentures pursuant to which the Bonds are issued, the District shall pay, in one or more installments, the Developer a not to exceed amount of \$26,520,000 which amount is currently estimated to be the lesser of the actual cost or the fair market value of the Project, as determined by the District Engineer. Such payments shall be as soon as the Developer has satisfied the conditions precedent for payment set forth in this Agreement by transferring the Project to the District in accordance with this Agreement.

6. **Engineer's Certification.** Before any payment by the District as provided in paragraph 5 above, the District shall obtain from the District Engineer a certificate, signed by the District Engineer, certifying that: (i) the amount to be paid to the Developer is equal to the lesser of the fair market or the actual cost of the portion of the Project being acquired and (ii) the portion of the Project being acquired is in substantial conformity with the plans and specifications and all applicable laws governing the installation or construction thereof as certified to the Developer and the District by the District Engineer.

7. **Warranty.** The Developer shall assign to the District all or any remaining portion of the contractor's standard warranty warranting the contractor's work on the Project against defects in materials, equipment, or construction. Notwithstanding such assignment, the Developer shall cause any contractors to warrant their work on the Project is free of defects in materials, equipment, or construction for a period of one year from completion of their work on the Project.

8. **Damage to Project.** During construction, if the Developer or any of its agents damages the Project or any other property of the District, the Developer, at its sole cost and expense, shall immediately repair such damage.

9. **Maintenance Rights.** Developer shall have the right, but not the obligation, to enter upon, repair or maintain any of the Project, Reservations, and Project Lands and Improvements for no consideration that are not properly or adequately maintained by the District after conveyance thereof to the District, in accordance with operation and maintenance standards to be established at the time of conveyance to the District.

10. **Closing Expenses and Tax Proration.** The Developer shall pay any and all Florida documentary stamps that may be due in connection with the conveyances hereunder of the Project.

11. **Further Assurances.** From and after the date hereof, the Developer shall make, do, execute, acknowledge, and deliver, all and every other further act, deed, easement conveyance, assignment, transfer, and assurance as may be reasonably required (i) to convey, grant, assign, and confirm any and all of Developer's rights or interest in the Project Lands and Improvements that are intended or legally required to be acquired by or conveyed to the District as contemplated by this Agreement and the indentures governing the Bonds to be executed by the District in connection with the sale of the Bonds, (ii) to enable the District to operate and maintain the Project, and (iii) to permit the District to obtain the deed, easement, conveyance, assignment, transfer, or dedication of all real property or interest therein necessary for the construction, maintenance, and operation of the Project.

12. **Specific Enforcement.** The parties acknowledge that the District will be irreparably damaged (and that damages at law would be an inadequate remedy) if the covenants and agreements of the Developer contained herein are not specifically enforced. Therefore, in the event the Developer fails to comply with any covenant or agreement contained herein, the District, after delivering to the Developer written notice thereof and the Developer failing to remedy the same within sixty (60) days, in addition to all other rights and remedies, shall be entitled to a decree for specific performance of those covenants and agreements, without being required to show any actual damage or to post any bond or other security; provided, however, in no event shall the Developer be liable for punitive, consequential or other special damages.

13. **Attorneys' Fees.** In the event of any action or proceeding between the Developer and the District to enforce any provision of this Agreement, the losing party shall pay to the prevailing party all costs and expenses, including without limitation, reasonable attorneys' fees, costs, and expenses, incurred in such action or proceeding and in any appeal in connection by such prevailing party.

14. **Applicable Law.** This Agreement is made and shall be construed under the laws of the State of Florida with venue in Hillsborough County, Florida.



15. **Survival.** The terms and conditions hereof shall survive the closing of the transactions contemplated hereby.

16. **Third Party Beneficiaries.** The trustee for the Bonds (the “**Trustee**”), on behalf of the bondholders, shall be a direct third party beneficiary of the terms and conditions of this Agreement but only entitled to cause the District to enforce the Developer’s obligations hereunder. This Agreement is solely for the benefit of the parties set forth in this Section, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any other third party. The Trustee shall not be deemed to have assumed any obligations or duties under this Agreement.

17. **Amendments.** If the Project is not completed this Agreement cannot be terminated. This Agreement cannot be amended orally but only by writing executed by both parties. Only for material amendments the prior written consent of the Trustee, acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Bonds then outstanding, must be obtained.

18. **Counterparts.** This Agreement may be executed in multiple counterparts, which, when taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**Lennar Homes, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Marvin L. Metheny, Jr.  
Vice President

**Attest:**

**Cypress Mill  
Community Development District**

\_\_\_\_\_  
Brian Lamb  
Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair of the Board of Supervisors

**CYPRESS MILL  
COMMUNITY DEVELOPMENT DISTRICT**

**PROMISSORY NOTE**

**Owner:**                    **Lennar Homes, LLC (“Owner”)**

**Principal Amount (not to exceed): \$32,344,000**

**Effective Date:**        **June \_\_, 2018**

The **Cypress Mill Community Development District**, a community development district duly created, established and existing pursuant to Chapter 190, Florida Statutes (the “**District**”), for value received and in accordance with the Development Acquisition Agreement between the Owner and the District, dated June \_\_, 2018, hereby promises to pay to the Owner set forth above, or its successors or assigns, the principal amount as shown above, in one or more installments, which shall become due and payable when, as, and if the District, in its sole and absolute discretion, issues a future series of bonds or other indebtedness the proceeds of which are legally available for the payment under the terms of the indenture, loan agreement or other agreements applicable to such bonds or other indebtedness (the “**Bonds**”); provided, however, that the principal amount becoming due hereunder shall not exceed the lesser amount of (i) the actual cost of the Project (as defined in the Development Acquisition Agreement) or (ii) the fair market value of the Project as determined and certified by the District Engineer. This Promissory Note (“**Note**”) is given to finance the Project conveyed to the District.

This Note is a limited obligation of the District. The District is under no obligation to issue such Bonds at any time, and the Owner shall have no right to compel the District to issue such Bonds or to pay such principal from any other source of funds.

This Note is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes and other applicable provisions of law. This Note is issued with the intent that the laws of the State of Florida shall govern its construction.

This Note shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida. This Note may not be assigned by Owner without the consent of the District.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the ordinances and resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Note have happened, exist and have been performed as so required.

The District hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor, and expressly agrees jointly and severally to remain and continue bound

for the payment of the principal provided for by the terms of this Note, notwithstanding any extension or extensions of the time of, or for the payment of said principal, or any change or changes in the amount or amounts agreed to be paid under or by virtue of the obligation to pay provided for in the Note, or any change or changes by way of release or surrender or substitution of any real property and collateral or either, held as security for this Note, and the District waives all and every kind of notice of such extension or extensions change or changes, and agree that the same may be made without the joinder of the District.

THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE DISTRICT, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE PRINCIPAL ON THIS NOTE.

**IN WITNESS WHEREOF**, the Cypress Mill Community Development District has caused this Note to bear the signature of the Chair of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

**Attest:**

**Cypress Mill Community Development District**

\_\_\_\_\_  
Brian Lamb  
Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair of the Board of Supervisors

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that **Lennar Homes, LLC**, (the “**Seller**”), for and in consideration of the sum of \$\_\_\_\_\_ and other good and valuable consideration to it in hand paid, at or before the ensealing and delivery of these presents to the **Cypress Mill Community Development District** (the “**Purchaser**”), whose receipt and sufficiency whereof is hereby acknowledged, has transferred and conveyed and by these presents does quitclaim, release, transfer and convey unto the Purchaser, and his/her successors and assigns, all of the right, title and interest of Seller in and to the property described in **Exhibit “A”** (the “**Property**”).

TO HAVE AND TO HOLD, the same unto Purchaser, and his successors and assigns, forever.

Seller covenants with the Purchaser that Seller is the lawful owner of the Property and that Seller has good right to sell the same. Seller further warrants that the title to the Property is free and clear of all claims, liens, mortgages, and encumbrances of any nature or kind made by Seller, and will defend the same against the lawful claims of all persons claiming by, through or under Seller, but against none other.

IN WITNESS WHEREOF, Seller has signed this instrument as of the \_\_\_\_ day of June, 2018.

**Lennar Homes, LLC**  
a Florida limited liability company

\_\_\_\_\_  
Marvin L. Metheny, Jr.  
Vice President

**Cypress Mill**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Engineer's Report**

**June 11, 2018**

*Prepared for:*  
**Cypress Mill Community Development District**  
**Hillsborough County, Florida**

*Prepared by:*  
**Christopher O'Kelley, P.E.**  
**Clearview Land Design, P.L.**  
**Tampa, Florida**

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**EXHIBITS**

<b>VICINITY MAP</b>	<b>EXHIBIT A</b>
<b>AERIAL MAP</b>	<b>EXHIBIT B</b>
<b>CYPRESS MILL LEGAL DESCRIPTION</b>	<b>EXHIBIT C</b>
<b>ESTIMATED CAPITAL IMPROVEMENT PLAN (CIP) COSTS</b>	<b>EXHIBIT D</b>

## **PURPOSE AND SCOPE**

Cypress Mill is a master planned subdivision development situated on approximately 250 acres east of Interstate 75 and north of 19<sup>th</sup> Avenue NE in Ruskin, Hillsborough County, Florida. The Cypress Mill community consist of several single family home phases, an amenity center and several park spaces.

The Cypress Mill Community Development District (the "District") is comprised of approximately 250 acres in central Hillsborough County, Florida, located within Section 35, Township 31 South, Range 19 East. Please refer to Exhibit A for a vicinity map depicting the site location and boundaries. Exhibit B is an aerial map of the project location. The boundary of Cypress Mill is referred to as the "Development". A legal description of Cypress Mill is provided in Exhibit C.

The purpose of this Engineer's Report is to provide a description of the improvements that will be financed by the District's Capital Improvement Bonds, Series 2018 ("the Series 2018 Project"). Refer to Exhibit D for a costs summary of the Series 2018 Project. Public infrastructure and land improvements needed to service the Development include construction of subdivision infrastructure improvements. Construction of the Series 2018 Project is expected to commence in January 2018 and to be completed in December 2018.

The Engineer's Report for the 2018 project reflects the District's present intentions. The implementation and completion of any improvement outlined in this report requires final approval by the District's Board of Supervisors, including the award of contracts for the construction of the improvements and/or acquisition of finished improvements constructed by others. Cost estimates contained in this report have been prepared based on the District Engineer's Preliminary Opinion of Probable Cost. These estimates may not reflect final engineering design or complete environmental permitting. Actual costs will vary based upon final plans, design, planning, approvals from regulatory authorities, inflation, etc. Nevertheless, all costs contained herein may be reasonably expected to adequately fund the improvements described, and contingency costs as included are reasonable.

## **CAPITAL IMPROVEMENT PROGRAM**

The District's Capital Improvement Program presently intends to provide supporting infrastructure for Cypress Mill, which is comprised of residential phases of Cypress Mill. These infrastructure improvements consist of earthwork, stormwater management facilities, potable water, reclaimed and irrigation water transmission systems, wastewater collection and transmission facilities, roadways, landscaping, and hardscape. In addition, the construction of offsite roadway improvements, traffic signals, off-site sanitary sewer force main and water main connections are also required to support the development of Phase 1. The professional service costs associated with the design, permitting, construction, and inspection of these improvements have been included.

The District will finance, construct or acquire, operate, and maintain a portion of the infrastructure improvements required to serve the Development. The District may acquire some infrastructure improvements that have been completed and may also accept the assignment of partially completed infrastructure improvements contracts from the developer. The developer will finance and construct the balance of the infrastructure improvements needed for the Development that are not financed by the District.

### **PHASING**

Assessment Area 1 includes the construction of 460 single family lots with approximately 20,885 lineal feet (3.96 miles) of local roadway, along with the associated sidewalks, utilities and stormwater

infrastructure, as well as the construction two traffic signals and roadway improvements on 19<sup>th</sup> Avenue NE and Beth Shields Way, two offsite water connections and one wastewater force main connections to serve the District. The current Planned Development (PD) approval allows for these uses, with more detailed permit and construction approval information being found I. This development is planned in phases (Phases 1A, 1B, 1C1 & 1C2) with construction commencing in January 2018 and an estimated completion date of December 2021.

Assessment Area 2 will include approximately 423 single family lots with approximately 15,840 lineal feet (3.00 miles) of local roadway, along with the associated sidewalks, utilities and stormwater infrastructure. These areas have not been designed or approved for construction at this time. We anticipate this area will be constructed in two phases (Phases 2 & 3) with construction commencing in January 2022 and an estimated completion date of January 2025.

### COST ESTIMATE

The estimate total cost of the CIP is \$26,500,000.00, please refer to Exhibit D for a summary of costs by infrastructure category. A description of the infrastructure categories is provided below.

### ROADWAYS

The design of roadways within the Development will comply with Hillsborough County's Land Development Code. Based on the current plan of development, the District will fund and construct both divided and undivided 2-lane roads providing access to the residential units and recreational/park facilities. This will also include the construction of access points to 19<sup>th</sup> Avenue NE and Beth Shields Way. When completed, Hillsborough County will own and maintain the roads and sidewalks within the District. The District will maintain the irrigation systems within Hillsborough County Right-of-Way.

### UTILITIES

#### *Potable Water, Wastewater, and Reclaimed*

The District will fund and construct the potable water distribution, the wastewater collection and transmission systems including two pump stations, and the irrigation system. Hillsborough County will provide potable water to the lands within the Development and treat wastewater that originates from it. When completed, Hillsborough County will own, operate and maintain the potable water distribution system, reclaimed water distribution system and wastewater collection and transmission system.

In addition to the utilities to be constructed within the Development, the District will fund and construct the two off-site water main connections and sanitary sewer force main connection in 19<sup>th</sup> Avenue NE. When completed, Hillsborough County will own, operate and maintain the system.

#### *Irrigation Water*

Parks, recreational, and common areas will be irrigated using irrigation systems connected to a series of surface water pumps and well systems located within the Development. The District will own, operate and maintain the irrigation system.



## STORMWATER MANAGEMENT SYSTEM

The design criteria for the stormwater management system within the District is regulated by Hillsborough County and the Southwest Florida Water Management District ("SWFWMD"). The District will fund and construct the stormwater management system that optimizes the drainage, collection, and treatment of stormwater runoff.

The stormwater collection and outfall systems for the Development will be a combination of site grading, earthwork, stabilization, curb inlets, pipe, control structures, open waterways, and wetland conservation areas. Wetland hydroperiods (normal pool and seasonal high-water elevations) will be maintained through proper design and maintenance of outfall control structures.

Curb inlets, pipes and underdrains within the public right-of-way will be owned, operated, and maintained by Hillsborough County. Pipes located within easements or roads that are not accessible to the public, control structures, ponds, open waterways, and wetland conservation area will be owned, operated, and maintained by the District.

## LANDSCAPE AND HARDSCAPE

Parks and some open spaces will be irrigated and landscaped. Walls, berms, or fencing with or without landscaping will provide perimeter buffering in accordance with Hillsborough County's regulatory requirements. The District will fund, construct, own, and maintain the landscaping along collector roads, open spaces or parks, retaining walls, buffer walls, fencing, and landscaping buffers within the Development and adjacent its perimeter.

Entry signage and monumentation will also be funded, constructed, owned, and maintained by the District.

## RECREATIONAL FACILITIES

Certain passive recreational facilities, such as open spaces and parks, will be funded and maintained by the District. The clubhouse facilities will be privately owned and operated.

## PROFESSIONAL FEES

Professional fees include civil engineering costs for master planning, site design, permitting, preparation of construction plans, inspection and survey costs for construction staking, preparation of record drawings and preparation of preliminary and final plats.

Professional fees also may include geotechnical costs for pre-design soil borings, underdrain analysis, soil stabilization, and construction testing, architectural costs for landscaping, fees associated with transportation planning and design, environmental consultation, irrigation system design and fees for permitting, as well as costs for legal and engineering services associated with the administration of the District's CIP

## SUMMARY OF COSTS

The estimated District funded total cost of the CIP is \$26,500,000.00. Refer to Exhibit D for a detailed summary of cost by infrastructure category.

## **INFRASTRUCTURE BENEFITS**

The proposed infrastructure improvements identified in this Report are intended to provide specific benefit to the assessable real property within the boundaries of the District. These public infrastructure improvements include: local roads, intersection improvements, wastewater, potable water, irrigation systems, stormwater management improvements, and landscaping. The construction and maintenance of the proposed infrastructure improvements are necessary and will benefit the assessable property intended for development and use as a mixed-use subdivision. As noted, the District may construct, acquire, own, and operate all or any portion of the proposed infrastructure. As also noted earlier, the Developer will construct or cause to be constructed the infrastructure not constructed by the District.

The District will operate and maintain some of the infrastructure improvements as noted in Table 1.

## **OWNERSHIP AND MAINTENANCE**

Ownership and maintenance of the improvements is anticipated as set forth below:

<b>Table 1: Ownership and Maintenance</b>		
<b><u>Proposed Infrastructure Improvement</u></b>	<b><u>Ownership</u></b>	<b><u>Maintenance</u></b>
Residential Roadways	Hillsborough County	Hillsborough County
Stormwater Management Systems	CDD	CDD
Water Distribution Systems	Hillsborough County	Hillsborough County
Wastewater Collection and Transmission	Hillsborough County	Hillsborough County
Irrigation System	CDD	CDD
Landscape/Hardscape	CDD	CDD
Clubhouse Facilities	Privately Owned	Privately Owned
Passive Recreational Amenities and Facilities	CDD	CDD