

**CYPRESS PRESERVE
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
SPECIAL ORGANIZATIONAL MEETING
MAY 10, 2017**

**CYPRESS PRESERVE
COMMUNITY DEVELOPMENT DISTRICT AGENDA**

WEDNESDAY, MAY 10, 2017

2:30 P.M.

The Land O' Lakes Branch Library

Located at 2818 Collier Parkway Land O' lakes, FL 34639

District Board of Supervisors

Brian K. Lamb
Brian Howell
Eric Davidson
Debby Hukill
Vacant

District Manager

Meritus

Brian Lamb
Brian Howell

District Attorney

Straley & Robin

John Vericker

District Engineer

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 **2:30 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.

May 10, 2017
Board of Supervisors
Cypress Preserve Community Development District

Dear Board Members:

The Special Organizational Meeting of Cypress Preserve Community Development District will be held on **May 10, 2017 at 2:30 p.m.** at the Land O' Lakes Branch Library located at 2818 Collier Parkway Land O' Lakes, FL 34639. Following is the Agenda for the Meeting:

Call In Number: 1-866-906-9330

Access Code: 4863181

- 1. CALL TO ORDER**
- 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 2017-01** Tab 01
 - A. Chairman
 - B. Vice Chairman
 - C. Secretary
 - D. Treasurer
 - E. Assistant Secretaries
- 6. APPOINTMENT OF CONSULTANTS**
 - A. Consider Appointment of District Manager/Financial Advisor/Investment Representative – Resolution 2017-02 Tab 02
 - B. Designation of Registered Agent/Office – Resolution 2017-03 Tab 03
 - C. Consider Appointment of District General Counsel – Resolution 2017-04 Tab 04
 - D. Consider Appointment of Interim District Engineer – By Motion Tab 05
 - i. Authorize RFQ for District Engineer
 - E. Consider Appointment of Bond Counsel Tab 06
 - F. Consider Appointment of Investment Banker Tab 07
 - G. Consider Appointment of Trustee – By Motion Tab 08
- 7. BUSINESS MATTERS**
 - A. Consider Plat Approval – By Motion
 - B. Approve Notice of Establishment- Resolution 2017-05 Tab 09
 - C. Consider Policy of Compensation for Board Members – Resolution 2017-06 Tab 10
 - D. Consider Policy of Reimbursement of District Travel Expenses – Resolution 2017-07 Tab 11
 - E. Consider Designation of Local Records Office – Resolution 2017-08 Tab 12
 - F. Consider District Records Retention Schedule – Resolution 2017-09 Tab 13
 - G. Consider Fiscal Year 2017 Regular Meeting Schedule and Location- Resolution 2017-10 .. Tab 14
 - H. Consider Fiscal Year 2018 Regular Meeting Schedule and Location- Resolution 2017-11...Tab 15
 - I. Consider Landowners' Meeting Date, Time and Location- Resolution 2017-12 Tab 16
 - J. Consider Proposed FY 2017 & FY 2018 Annual Budget & Set Public Hearing – Resolution 2017-13 Tab 17
 - K. Consider Budget Funding Agreement Tab 18
 - L. Set Public Hearing for Uniform Methodology – Resolution 2017-14 Tab 19
 - M. Consider Rules of Procedure & Setting Public Hearing - Resolution 2017-15 Tab 20
 - N. Consider Policy Re: Support & Legal Defense for Board & Staff- Resolution 2017-16 Tab 21
 - O. Authorization to obtain General Liability and Public Officers Insurance-By Motion
 - P. Consider Designation of a Qualified Public Depository- Resolution 2017-17 Tab 22
 - Q. Authorization of Signatories- Resolution 2017-18 Tab 23
 - R. Authorization to Disburse Funds for Expenses- Resolution 2017-19 Tab 24

S. Consider Adoption of Investment Policy- Resolution 2017-20.....	Tab 25
T. Consider Approval of Florida Statewide Mutual Aid Agreement- Resolution 2017-21	Tab 26
U. Consider Provisions for Public Comments – Resolution 2017-22	Tab 27
8. PRELIMINARY REPORT PRESENTATION – ASSESSMENT BONDS	
A. Preliminary Report of Engineer.....	Tab 28
B. Bond Validation Sizing.....	Tab 29
C. Authorizing Issuance of Bonds/Filing of Validation Complaint – Resolution 2017-23.....	Tab 30
i. Master Trust Indenture	<i>Under Separate Cover</i>
D. Consider Authorization of Chairman to Accept or Execute Certain Documents Resolution 2017-24.....	Tab 31
E. Other Matters Relating to Financing	
9. ADMINISTRATIVE MATTERS	
A. Request for Working Capital – By Motion	
10. STAFF REPORTS	
A. District Counsel	
B. District Manager	
C. District Engineer	
11. BOARD MEMBERS COMMENTS	
12. PUBLIC COMMENTS	
13. ADJOURNMENT	

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

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

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 PRESERVE
COMMUNITY DEVELOPMENT DISTRICT:**

- | | |
|---------------|---------------------|
| Brian Howell | Chairman |
| Debby Hukill | Vice-Chairman |
| | Secretary |
| Eric Davidson | Treasurer |
| | Assistant Secretary |
| | Assistant Secretary |
| | Assistant Secretary |
| | Assistant Secretary |

- PASSED AND ADOPTED THIS 10th DAY OF MAY, 2017.**

CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT

Chairman

RESOLUTION 2017-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS PRESERVE 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 Preserve 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 Pasco, 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 PRESERVE 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 10TH DAY OF MAY, 2017.

ATTEST:

**CYPRESS PRESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

SECRETARY/ASSISTANT SECRETARY

CHAIRMAN

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

THIS AGREEMENT, is made and entered into as of the ____ day of _____, 2017, by and between the CYPRESS PRESERVE 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 PRESERVE COMMUNITY DEVELOPMENT DISTRICT as 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 _____, 2017. 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 PRESERVE COMMUNITY DEVELOPMENT DISTRICT
2005 PAN AM CIRCLE SUITE 120
TAMPA, FLORIDA 33607
ATTENTION: BRIAN K. LAMB

with a copy to:

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 PRESERVE 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 PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

Signature

_____, Chairman
(Print Name)

Date

Signed and Sealed in the presence of:

Signature

(Print Name)

Signature

(Print Name)

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

Signature

_____, Manager
(Print Name)

Date

Signature

(Print Name)

Signature

(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 PRESERVE 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

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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 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 (“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
Pre-Development / Operational State ¹	\$2,833.33	\$34,000.00
Development / Operational State ¹	\$3,541.66	\$42,500.00
Postponed Activity Fee ²	\$1,000.00	\$12,000.00
Residential Services ⁴ /Field Management		TBD at time of Request
Website Administration	\$100.00	\$1,200.00
Debt Issuance Fees – See “Additional Fee Schedule”		

NOTATIONS

¹ 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.

² 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.

³ 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 30th. As the residential community increases, fees are subject to evaluation for competitiveness.

⁴ 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.

⁵ 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, phone and fax.

\$2,500 – Bond Validation Report*
\$24,500 – Master/First Assessment Report
\$15,000 – Second Assessment Report
\$12,500 - Refunding Report*
\$3,500 – Initial Collection Logs
\$2,000 – Collection Log Revisions (refunding)
\$150 – Estoppel, per closing
\$750 – Construction accounting, per month
\$350 – Dissemination Services, per month

**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.*

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

District Manager	\$225.00 per hour	Financial Consultant	\$175.00 per hour
Accountant	\$ 75.00 per hour	Operations Manager	\$ 75.00 per hour
Secretarial	\$ 45.00 per hour		

RESOLUTION 2017-03

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

WHEREAS, Cypress Preserve 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 Pasco 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 PRESERVE COMMUNITY DEVELOPMENT DISTRICT:

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

Section 2. The District's Registered Office shall be located at 2005 Pan Am Circle, Suite 120, 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 Pasco County and the Florida Department of Economic Opportunity.

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

PASSED AND ADOPTED THIS 10TH DAY OF MAY, 2017.

ATTEST:

**CYPRESS PRESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

SECRETARY/ASSISTANT SECRETARY

CHAIRMAN

RESOLUTION 2017-04

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

WHEREAS, Cypress Preserve 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 Pasco 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 PRESERVE
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 10th DAY OF MAY, 2017.

ATTEST:

**CYPRESS PRESERVE 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) 901-4944
Writer's E-mail: mstraley@srvlegal.com
www.srvlegal.com

April 27, 2017

Via Email and First Class Mail

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

Attn: Brian Lamb

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

Dear Brian:

We appreciate the opportunity to serve as general counsel to the Cypress Preserve 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.

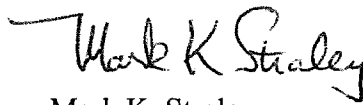
We will provide the District with statements for professional fees and costs, if any, on a monthly basis. Payment will be due when the statement is rendered. We encourage the Board of Supervisors and the District Manager to carefully review the statements each month and call us if you have any questions.

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

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.

Sincerely,


Mark K. Straley

AGREED TO AND APPROVED THIS _____ DAY OF MAY, 2017.

CYPRESS PRESERVE COMMUNITY DEVELOPMENT

By: _____

Print Name: _____
Chair of the Board of Supervisors

**AGREEMENT BETWEEN THE CYPRESS PRESERVE COMMUNITY
DEVELOPMENT DISTRICT AND FLORIDA DESIGN CONSULTANTS, INC., FOR
INTERIM PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT made and entered into this 10th day of May, 2017, by and between:

Cypress Preserve Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Pasco County, Florida (“District”); and

Florida Design Consultants, Inc., a Florida profit corporation, with a mailing address of 3030 Starkey Blvd., New Port Richey, Florida 34655 (“Engineer”).

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (“Uniform Act”), by ordinance of Pasco County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, the District intends to employ Engineer on an interim basis to perform engineering, surveying, planning, landscaping, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization; and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of his services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

A. The Engineer will provide general engineering services, including:

1. Preparation of any necessary reports and attendance at meetings of the District’s Board of Supervisors.
2. Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks.

3. Any other items requested by the Board of Supervisors.

Article 2. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District.

Article 3. Compensation. It is understood and agreed that the services rendered by Engineer under this contract shall not exceed \$25,000. It is further understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. Lump Sum Amount-The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.
- B. Hourly Personnel Rates-For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Schedule "A."**

Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes, and with the District's travel policy.
- B. Expense of reproduction, postage and handling of drawings and specifications.

Article 5. Term of Contract. It is understood and agreed that this contract is for interim engineering services. It is further understood and agreed that the term of this contract will be from the time of execution of this contract by the parties until such time as the District notifies Engineer that it has entered into a subsequent agreement for engineering services.

Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

Article 7. Books and Records. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

Article 8. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 9. Accounting Records. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 10. Reuse of Documents. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer.

Article 11. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 12. Insurance. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$500,000/\$1,000,000
Property Damage (including Contractual)	\$500,000/\$1,000,000
Automobile Liability	
Bodily Injury	\$500,000/\$1,000,000
Property Damage	\$100,000
Professional Liability for Errors and Omissions	\$1,000,000

Engineer shall provide District with a certificate evidencing compliance with the above terms and naming the District and its supervisors, employees, agents and staff as additional insureds. Engineer shall provide the District with thirty (30) days notice of cancellation. At no time shall Engineer be without insurance in the above amounts.

Article 13. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, 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 Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 14. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

Article 15. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District harmless of and from any and all liabilities, claims, causes of action, demands, suits, or losses arising from the negligent acts, errors or omissions of the Engineer, Engineer's agents or employees, in the performance of professional services under this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, Florida Statutes.

The District agrees, to the extent permitted by section 768.28, Florida Statutes, and other applicable law, to indemnify and hold the Engineer harmless from any damage, liability or cost to the extent caused by the District's own negligent acts, errors or omissions and those of the District's agents or employees arising from the obligations and duties of the District under this Agreement.

Article 16. Public Records. The Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the owner in conjunction with this Agreement.

Article 17. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 18. Controlling Law. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida.

Article 19. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to Article 5 herein.

Article 20. Termination. The District and the Engineer may terminate this Agreement without cause upon notice. At such time as Engineer receives notification by the District to terminate the contract, Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination, Engineer will be paid for

services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

Article 21. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

Article 22. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

**CYPRESS PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

FLORIDA DESIGN CONSULTANTS, INC.

Engineer

Witness

SCHEDULE "A"
FLORIDA DESIGN CONSULTANTS, INC.
RATE SCHEDULE

May 10, 2017

PRINCIPAL	\$ 175.00
PROFESSIONAL ENGINEER OR PROFESSIONAL SURVEYOR.....	\$ 125.00
CADD DRAFTING	\$ 70.00
DESIGNER.....	\$ 75.00
PERMIT PROCESSING	\$ 55.00
TECHNICIAN	\$ 70.00
CLERICAL	\$ 45.00
FIELD INSPECTOR	\$ 70.00
SURVEY FIELD CREW	\$ 125.00
SURVEY FIELD CREW W/GPS	\$ 185.00
COPIES & PRINTING	COST

** OFFICE PERSONNEL THAT ARE REQUIRED TO CONDUCT PERIODIC FIELD VISITS WILL BE INVOICED AT THEIR RESPECTIVE OFFICE RATE.

Work Authorization Number 1

May 10, 2017

Cypress Preserve Community Development District
Tampa, FL

Subject: **Work Authorization Number 1**
 Cypress Preserve Community Development District

Dear Chairman, Board of Supervisors:

Florida Design Consultants, Inc., is pleased to submit this work authorization to provide interim engineering services for the Cypress Preserve Community Development District. We will provide these services pursuant to our current agreement dated May 10, 2017 (“Engineering Agreement”) as follows:

I. Scope of Work

Cypress Preserve Community Development District will engage the services of Florida Design Consultants, Inc., as Interim Engineer to perform those services as necessary for the preparation of a District Improvement Plan and attendance at meetings and bond validation proceedings regarding the District’s issuance of bonds.

II. Fees

Cypress Preserve Community Development District will compensate Florida Design Consultants, Inc., pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Florida Design Consultants, Inc., all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the Cypress Preserve Community Development District and Florida Design Consultants, Inc. with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Florida Design Consultants, Inc. We look forward to helping you create a quality project.

Sincerely,

Paul Skidmore

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Cypress Preserve Community Development District

Date: _____



Michael D. Williams

Akerman LLP
420 South Orange Avenue
Suite 1200
Orlando, FL 32801-4904
Tel: 407.423.4000
Fax: 407.843.6610

Dir: 407.419.8439
mike.williams@akerman.com

February 20, 2017

Brian Lamb, District Manager
Meritus Corp.
Cypress Preserve Community Development District
2005 Pan Am Circle, Suite #120
Tampa, FL 33607

Dear Brian:

Thank you for the opportunity to present this engagement letter to serve as bond counsel to Cypress Preserve Community Development District (the "District") in connection with the issuance of its special assessment bonds. We understand that the District expects to issue its first series of such bonds in 2017 (the "Bonds"). It is our understanding that the Bonds will be sold through a public offering with FMSbonds, Inc., as the underwriter. The following is our proposal to serve as bond counsel to the District. This letter sets forth generally our understanding of what legal services we will perform and the basis for our compensation to provide such bond counsel services.

As Bond Counsel for the Bonds we agree to:

Attend as requested all meetings related to the issuance of the Bonds.

Prepare appropriate resolutions authorizing the issuance of the Bonds.

Prepare certain documents necessary to the validation of the Bonds and attend the validation hearing.

Prepare the master and supplemental trust indenture, and other documents necessary, related or incidental to the issuance of the Bonds.

Advise as to procedures, required approvals and filings, and other legal matters relative to the issuance of the Bonds.

Prepare (or review when prepared by others) closing papers necessary in connection with the sale and issuance of the Bonds, including but not limited to, certified copies of all minutes, ordinances, resolutions and orders; certificates such as officer's seal, incumbency, signatures, no prior pledge, arbitrage and others; and consents and opinions from accountants, engineers, special consultants and attorneys.

akerman.com

Prepare and file the necessary forms with the Internal Revenue Service (FORM 8038-G) and the Florida Division of Bond Finance.

Prepare and deliver at closing a standard, comprehensive approving legal opinion which will, among other things, contain opinions as to the validity and enforceability of the Bonds and the trust indenture, the security for the Bonds and the excludability from gross income of the interest on the Bonds for federal income tax purposes (subject to certain exceptions generally accepted in the industry). In rendering the tax opinion, we will provide general instructions for compliance with the federal rebate laws.

We will also deliver a 10(b)(5) opinion regarding certain sections of the offering document for the Bonds describing the Bonds (including the tax status of the interest thereon) and the security therefor.

Supervise and coordinate the closing of the Bonds and render other legal services incidental or required in connection with the matters listed above.

For performing the above-described services in regard to the issuance of the Bonds, we would propose a fee inclusive of costs of \$46,000. All such fees and costs would be payable in full at the time of delivery of the Bonds.

The District has the right to terminate our representation for any reason at any time and assign this agreement to another law firm. We reserve the same right to terminate upon giving reasonable notice. Among the reasons which might lead us to conclude that we should terminate our representation are (1) a failure to be forthright, cooperative or supportive of our effort; (2) the misrepresentation of, or failure or refusal to, disclose material facts to us; (3) the failure or refusal to accept our advice; (4) the discovery of a conflict of interest with another client; or (5) any other reason permitted or required under the rules of professional conduct governing the legal profession. Upon any termination or our representation, we will submit a statement for services rendered and costs incurred to the date of termination, payable in full upon receipt. This statement will be based on the pro rata amount of work done by us to the point of termination to the total work required to be done to close the issue.

We believe that the above provisions outline in reasonable detail our agreement as to this representation. We sincerely appreciate the opportunity to submit this proposal.

Very truly yours,

AKERMAN, LLP



By: Michael D. Williams, Partner

ACCEPTED:
Cypress Preserve Community
Development District

By: _____
Title: _____

fmsbonds
Municipal Bond Specialists

20660 W. Dixie Highway
North Miami Beach, FL 33180

April 25, 2017

Cypress Preserve Community Development District
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 Preserve Community Development District (the "District") regarding the underwriting of the District's Special Assessment Bonds, Series 2017 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 PRESERVE 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.¹

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.

¹ 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.



May 3, 2017

Meritus Corp.
Attn: Brian Lamb
2005 Pan Am Circle, Suite 120
Tampa, FL 33607

Re: Proposal to serve as Trustee, Paying Agent and Registrar for Cypress Preserve Community Development District Series 2017

Dear Brian:

On behalf of U.S. Bank National Association, I am pleased to submit our proposal to provide Trustee, Registrar and Paying Agent Services for the Cypress Preserve Community Development District.

U.S. Bank has made a long-term commitment to remain in the corporate trust business and to expand its services through acquisitions and establishing new offices in key areas. We have just expanded our southeast regional corporate trust office to Jacksonville, Florida, adding to its local Florida team to meet the needs of the bank's growing line of business in this area. The following are just a few of the many advantages that make U.S. Bank Global Corporate Trust Services an excellent choice for corporate trust services:

- Trust officers with extensive experience in working with all parties of the financing team.
- Local presence through our Orlando, Jacksonville, Fort Lauderdale and Miami offices to ensure responsiveness for you and the bondholders.

We are also proud to state that U.S. Bank is committed to business policies and practices that sustain the environment and does have a formal Environmental Sustainability Policy that guides and directs our business approach to sustainability. We take a broad approach to transforming our environmental commitments into actionable business practices. Environmental teams throughout the company work at the grassroots level to identify and build green opportunities into our products, services and business practices. Progress is monitored and directed by our Environmental Affairs team and the Stewardship Council. Grassroots action with senior-level accountability provides focus, and results in concrete progress toward meeting our goals. Our delivery of our online portal strategy is a great example of this policy in action reducing the paper carbon footprint through the use of imaging technology.

I assure you that we look forward to working with the Cypress Preserve Community Development District and are anxious to develop a strong banking relationship. Should you have any questions, please do not hesitate to call me directly at (407) 835-3805, or via email at: stacey.johnson4@usbank.com.

Best regards,

Stacey L. Johnson
Vice President
Relationship Manager | Southeast Region

Fees and Charges – Cypress Preserve Community Development District Series 2017

I. ACCEPTANCE FEE **\$1,725.00 Per Series, payable in advance**

Covers review of documents, participation in document conferences, establishing records / accounts, authentication/ delivery of bonds, receipt of funds, establishment of procedures and ticklers necessary to perform our duties and monitor the various terms and covenants in the financing documents.

II. ANNUAL ADMINISTRATION FEE **4 basis points on amount issued, payable in advance:**

Minimum	\$3,450.00
Each additional Series	\$2,500.00
Maximum	\$11,500.00

Maintenance of records in connection with the control of the bonds outstanding; review and compliance of document provisions; receive, pay out and control the movement of funds; pay periodic interest and principal; and prepare periodic accountings and reports. Bond Registrar and Paying Agent services are included. Standard Trustee disclosure information is provided in our services.

III. LEGAL FEES **Billed at Cost – Not to Exceed \$6,000.00**

IV. TRAVEL (NOT TO EXCEED) **\$100.00**

V. INCIDENTAL EXPENSES **7.75% of annual trustee administration fee, payable in arrears** Incidental expenses, such as, wires, postage, copies, mailings, courier expenses, etc.

VI. EXTRAORDINARY EXPENSES / OTHER SERVICES **Billed at Cost**

Occasionally we are required to provide services that require extraordinary expenses (such as publication notices, counsel, etc.), and these will be billed at cost. The quoted fee does not include services as Disclosure Agent pursuant to Securities & Exchange commission Rule 15c12- 12, as amended. U.S. Bank will discuss this service with the Obligor if applicable pursuant to the terms of the bond issues.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

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 will 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.

RESOLUTION 2017-05

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

WHEREAS, the Cypress Preserve 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 Pasco County, Florida; and

WHEREAS, the District was established by the Pasco County Board of County Commissioners by Ordinance 17-17, which became effective on April 27, 2017; 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 PRESERVE 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 Preserve Community Development District” (hereinafter the “Notice”), within the property records of Pasco 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 10TH DAY OF MAY, 2017.

ATTEST:

**CYPRESS PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: _____

Chair/ Vice Chair
Print Name: _____

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

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

PLEASE TAKE NOTICE that on April 25, 2017, the Pasco County Board of County Commissioners enacted Ordinance No. 17-17 (the “**Establishing Ordinance**”) establishing the Cypress Preserve Community Development District (the “**District**”), effective April 27, 2017. 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 PRESERVE 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 May, 2017, in accordance with Section 190.0485, Florida Statutes, and whereby such Notice is to be recorded in the Official Records of Pasco County, Florida.

Signed, sealed and delivered in our presence:

CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT

(Signature)

(Print Name)

By: _____
Chairman, Board of Supervisors

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of May, 2017, by _____, as Chairman of the Board of Supervisors of the Cypress Preserve 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"**THIS IS NOT A SURVEY**

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

BEARINGS ARE BASED UPON THE EAST LINE OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, BEING N00°07'13"E.

LEGAL DESCRIPTION:

A parcel of land being a portion of Sections 8, 16 and 17, Township 25 South, Range 18 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Section 16, Township 25 South, Range 18 East, Pasco County, Florida; thence N00°07'13"E along the East line of said Section 16, (BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION), for 331.02 feet to a Westerly corner of Asbel Creek Phase One, as recorded in Plat Book 50, page 122 of the Public Records of Pasco County, Florida, same also being the POINT OF BEGINNING; thence along the Westerly line of said Asbel Creek Phase One, the North line of Asbel Creek Phase Two as recorded in Plat Book 54, page 50, the North line of Asbel Creek Phase Three as recorded in Plat Book 57, page 1, the North line of Asbel Creek Phase Four as recorded in Plat Book 57, page 136 and the North line of Asbel Creek Phase Five, all of the Public Records of Pasco County, Florida, respectively, the following fourteen (14) courses: (1) thence S76°56'58"W, for 360.08 feet; (2) thence N20°09'32"W, for 884.81 feet; (3) thence S60°08'58"W, for 347.85 feet; (4) thence S48°51'58"W, for 245.35 feet; (5) thence S72°37'53"W, for 159.31 feet; (6) thence S23°07'47"E, for 31.67 feet; (7) thence S68°45'23"W, for 441.70 feet; (8) thence N86°14'17"W, for 94.60 feet; (9) thence N65°22'27"W, for 117.58 feet; (10) thence S71°45'13"W, for 355.45 feet; (11) thence S54°20'23"W, for 95.48 feet; (12) thence S68°11'43"W, for 246.90 feet; (13) thence N43°52'17"W, for 218.89 feet; (14) thence N87°28'48"W, for 2,230.62 feet to the Northwest corner of said Asbel Creek Phase 5, same also being the point of intersection with the East RIGHT-OF-WAY of the CSX Railroad as recorded in Deed Book 45, page 117 of the Public Records of Pasco County, Florida; thence N21°47'19"W, along said East RIGHT-OF-WAY of the CSX Railroad, for 1,312.92 feet to the point of curvature of a curve concave easterly; thence Northerly along the arc of said curve, same also being said East RIGHT-OF-WAY of the CSX Railroad, having a radius of 5,679.65 feet, a central angle of 34°30'47", an arc length of 3,421.23 feet, and a chord bearing N04°31'55"W for 3,369.74 feet to the point of tangent; thence continue along said East RIGHT-OF-WAY of the CSX Railroad, N12°43'28"E, for 144.04 feet to the point of intersection with the North line of Section 17, Township 25 South, Range 18 East, Pasco County, Florida; thence leaving said East RIGHT-OF-WAY of the CSX Railroad, S89°51'21"E, along said North line of Section 17, for 125.01 feet; thence leaving said North line of Section 17, N00°00'00"E, for 152.81 feet; thence S85°10'00"E, for 234.83 feet; thence N00°00'00"E, for 196.47 feet; thence S89°42'13"E, for 30.20 feet to the point of intersection with the East line of Section 8, Township 25 South, Range 18 East, Pasco County, Florida; thence S00°01'15"W, along said East line of Section 8, for 330.00 feet to the point of intersection with the North line of the Northwest 1/4 of Section 16, Township 25 South, Range 18 East, Pasco County, Florida; thence S89°48'47"E, along said North line of Section 16, for 1,539.86 feet; thence leaving said North line of Section 16, S00°19'48"W, for 0.65 feet; thence S40°06'32"W, for 17.97 feet; thence S58°10'37"E, for 13.48 feet; thence S02°18'37"W, for 49.41 feet; thence S09°52'52"E, for 76.11 feet; thence S37°37'58"E, for 29.20 feet; thence S36°17'11"E, for 39.17 feet; thence S62°35'35"E, for 40.98 feet; thence S84°01'23"E, for 51.36 feet; thence S77°39'47"E, for 29.98 feet; thence N00°00'00"E, for 75.92 feet; thence S77°50'28"E, for 96.84 feet; thence S53°43'52"E, for 193.67 feet; thence S69°00'40"E, for 15.30 feet; thence S78°20'09"E, for 76.55 feet; thence S69°55'06"E, for 44.90 feet; thence S74°03'25"E, for 142.43 feet; thence S80°52'18"E, for 82.45 feet; thence S62°26'49"E, for 75.94 feet; thence S54°24'46"E, for 97.71 feet; thence S06°39'01"E, for 105.40 feet; thence S08°41'04"E, for 103.77 feet; thence S04°14'51"W, for 60.06 feet; thence S00°11'20"W, for 48.77 feet; thence S09°24'17"W, for 98.58 feet; thence S20°23'44"W, for 21.35 feet; thence S20°00'51"W, for 61.85 feet; thence S10°46'26"W, for 45.06 feet; thence S16°57'01"W, for 9.62 feet; thence S07°56'26"E, for 17.95 feet; thence S09°01'02"W, for 27.10 feet; thence S00°26'07"E, for 62.12 feet; thence S08°44'37"E, for 32.46 feet; thence S07°34'06"E, for 23.30 feet; thence S17°08'00"E, for 29.24 feet; thence S07°52'10"E, for 16.24 feet; thence S08°27'40"E, for 8.79 feet; thence S62°01'19"E, for 19.22 feet; thence S63°23'02"E, for 52.19 feet; thence S26°36'58"W, for 65.54 feet; thence S65°27'10"E, for 7.92 feet; thence S38°36'44"E, for 58.15 feet to the point of intersection with the West line Official Record Book 9247, page 3502 of the Public Records of Pasco County, Florida; thence S00°09'16"E, along said West line of Official Record Book 9247, page 3502 and the West line of Official Record Book 5151, page 97 of the Public Records of Pasco County, Florida, respectively, for 429.95 feet to the Southwest corner of said Official Record Book 5151, page 97; thence S89°49'21"E, along the South line of said Official Record Book 5151, page 97 and the South line of said Official Record Book 9247, page 3502, respectively, for 96.65 feet to the Southwest corner of said Official Record Book 9247, page 3502; thence S89°51'41"E, along said South line of Official Record Book 9247, page 3502, for 193.35 feet to the Southeast corner of said Official Record Book 9247, page 3502; thence

(LEGAL DESCRIPTION CONTINUED ON SHEET 2)

NOTE: THE GEOMETRY PERTAINING TO THE PARCEL OF LAND DESCRIBED HEREIN IS BASED UPON THE RECORD DOCUMENTS AS NOTED HEREIN AND A CERTAIN BOUNDARY SURVEY TITLED, "LESTER DAIRY, D.W. LESTER AND SONS PARCEL", PREPARED BY FLORIDA DESIGN CONSULTANTS, INC., LAST DATE OF FIELD WORK: 8-II-2014, JOB NUMBER, 2014-0042.


PREPARED FOR,

CYPRESS PRESERVE

SHEET DESCRIPTION,

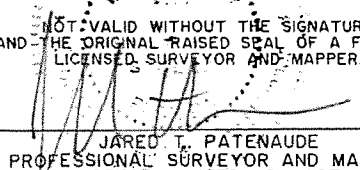
CDD PARCEL

SCALE:	DATE:	DRAWN:	CALCED:	CHECKED:	SEE SHEET 1-2 FOR LEGAL DESCRIPTION SEE SHEET 3-7 FOR SKETCH
NONE	06-20-2016	GMS	JTP	JTP	
JOB No.:	EPN:	SECTION:	TOWNSHIP:	RANGE:	REVISION 1: 7-27-16 GMS
2016-026E	535	8, 16, 17	25 S	18 E	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



FLORIDA DESIGN CONSULTANTS, INC.
— THINK IT. ACHIEVE IT. —

3030 STARKEY BOULEVARD, NEW PORT RICHEY, FLORIDA 34655
PHONE: (800) 532-1047 FAX: (727) 848-3648 WWW.FLDESIGN.COM L.B. NO. 6707



JARED T. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER PSM 6971
STATE OF FLORIDA

THIS IS NOT A SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. BEARINGS ARE BASED UPON THE EAST LINE OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, BEING N00°07'13"E.

(LEGAL DESCRIPTION CONTINUED FROM SHEET 1)

N00°09'16"W, along the West line of said Official Record Book 9247, page 3502, for 450.01 feet to the point of intersection with the North line of Official Record Book 1350, page 1516 of the Public Records of Pasco County, Florida; thence S89°51'41"E along said North line of Official Record Book 1350, page 1516, for 580.38 feet; thence S00°02'29"E, along the East line of said Official Record Book 1350, page 1516, for 319.69 feet to the point of intersection with the South line of the "Together With" parcel of Official Record Book 3250, page 256 of the Public Records of Pasco County, Florida; thence along said South line the following three (3) courses of said "Together With" parcel of Official Record Book 3250, page 259; (1) thence S89°51'17"E, for 97.00 feet; (2) thence S20°31'13"E, for 224.74 feet; (3) thence S89°52'57"E, for 425.71 feet to the point of intersection with a non-tangent curve, concave northeasterly, some also being the point of intersection with the West RIGHT-OF-WAY of U.S. Highway 41 (S.R. 45), thence southeasterly along the arc of said curve, some also being said West RIGHT-OF-WAY of U.S. 41 (S.R. 45), from a radial bearing of N72°32'51"E, having a radius of 1,989.86 feet, a central angle of 16°06'49", an arc length of 559.62 feet, and a chord bearing S25°30'34"E for 557.78 feet to the Southeast corner of Official Record Book 1225, page 1501 of the Public Records of Pasco County, Florida; thence leaving said West RIGHT-OF-WAY of U.S. Highway 41 (S.R. 45), S76°46'12"W, along the South line of said Official Record Book 1225, page 1501, same also being the North line of Official Record Book 8212, page 823 of the Public Records of Pasco County, Florida, for 297.23 feet to the Southwest corner of said Official Record Book 1225, page 1501, same also being the Northwest corner of said Official Record Book 8212, page 823; thence N00°20'44"E, along the West line of said Official Record Book 1225, page 1501, for 110.36 feet; thence along the North, West and South lines of Official Record Book 9355, page 914 of the Public Records of Pasco County, Florida, respectively for the following five (5) courses: (1) thence S88°55'12"W for 665.80 feet; (2) thence S00°21'27"W, for 912.96 feet; (3) thence N89°01'02"E, for 200.60 feet; (4) thence N60°40'11"E, for 352.55 feet; (5) thence N51°46'59"E, for 788.96 feet to the point of intersection with said West RIGHT-OF-WAY of U.S. Highway 41 (S.R. 45); thence S40°21'43"E along said West RIGHT-OF-WAY of U.S. Highway 41 (S.R. 45), for 1,320.34 feet to the point of intersection with said East line of Section 16, Township 25 South, Range 18 East, same also being the West line of Land O'Lakes Addition as recorded in Plat Book 4, page 59 of the Public Records of Pasco County, Florida; thence S00°07'13"W, along said East line of Section 16, same also being said West line of Land O'Lakes addition and the Westerly line of Asbel Creek Phase One as recorded in Plat Book 50, page 122 of the Public Records of Pasco County, Florida, respectively, for 1,331.65 feet to the POINT OF BEGINNING.

Containing 19,314,132 square feet or 443.391 acres, more or less.



NOTE: THE GEOMETRY PERTAINING TO THE PARCEL OF LAND DESCRIBED HEREIN IS BASED UPON THE RECORD DOCUMENTS AS NOTED HEREIN AND A CERTAIN BOUNDARY SURVEY TITLED, "LESTER DAIRY, D.W. LESTER AND SONS PARCEL", PREPARED BY FLORIDA DESIGN CONSULTANTS, INC., LAST DATE OF FIELD WORK, 8-II-2014, JOB NUMBER, 2014-0042.

PREPARED FOR,

CYPRESS PRESERVE

SHEET DESCRIPTION,

CDD PARCEL

SCALE, NONE	DATE, 06-20-2016	DRAWN, GMS	CALCED, JTP	CHECKED, JTP	SEE SHEET 1-2 FOR LEGAL DESCRIPTION SEE SHEET 3-7 FOR SKETCH
JOB No., 2016-026E	EPN, 535	SECTION, 8, 16, 17	TOWNSHIP, 25 S	RANGE, 18 E	REVISION 1: 7-27-16, GMS
 FLORIDA DESIGN CONSULTANTS, INC. THINK IT. ACHIEVE IT.					NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  JARED T. PATENAUDE PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER PSM 6971 STATE OF FLORIDA
3030 STARKEY BOULEVARD, NEW PORT RICHEY, FLORIDA 34655 PHONE: (800) 532-1047 FAX: (727) 848-3648 WWW.FLDESIGN.COM L.B. NO. 6707					

RESOLUTION 2017-06

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

WHEREAS, Cypress Preserve 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 Pasco 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 PRESERVE COMMUNITY DEVELOPMENT DISTRICT THAT:**

Section 1. The Board of Supervisors of Cypress Preserve 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 10TH DAY OF MAY, 2017.

ATTEST:

**CYPRESS PRESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

SECRETARY/ASSISTANT SECRETARY

CHAIRMAN

RESOLUTION 2017-07

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

WHEREAS, Cypress Preserve 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 Pasco 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 PRESERVE COMMUNITY DEVELOPMENT DISTRICT:**

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

PASSED AND ADOPTED THIS 10TH DAY OF MAY, 2017.

ATTEST:

**CYPRESS PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

SECRETARY/ASSISTANT SECRETARY

CHAIRMAN

Exhibit A: District Travel Reimbursement Policy

CYPRESS PRESERVE 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 Preserve 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 2017-08

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

WHEREAS, Cypress Preserve 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 Pasco County, Florida;

WHEREAS, District records are available for public review and inspection at the offices of Florida Design Consultants located at 3030 Starkey Boulevard, New Port Richey, FL 334655;

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 PRESERVE COMMUNITY
DEVELOPMENT DISTRICT:**

1. The District’s local records office shall be located at the offices of Florida Design Consultants located at 3030 Starkey Boulevard, New Port Richey, FL 334655.
2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 10th DAY OF MAY, 2017.

ATTEST:

**CYPRESS PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

SECRETARY/ASSISTANT SECRETARY

CHAIRMAN

RESOLUTION 2017-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS PRESERVE 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 Preserve created and existing pursuant to Chapter 190, Florida Statutes, being situated in Pasco 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 PRESERVE 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 10th day of May, 2017.

ATTEST:

**CYPRESS PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman

RESOLUTION 2017-10

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

WHEREAS, Cypress Preserve 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 Pasco 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 PRESERVE COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. The annual public meeting schedule of the Board of Supervisors of the for the Fiscal Year 2017 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 2017 annual public meeting schedule to Pasco County and the Department of Economic Opportunity.

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

PASSED AND ADOPTED THIS 10TH DAY OF MAY, 2017

ATTEST:

**CYPRESS PRESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

SECRETARY/ASSISTANT SECRETARY

CHAIRMAN

EXHIBIT A

**BOARD OF SUPERVISORS MEETING DATES
CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2017**

June	14, 2017	2:30 p.m.
July	12, 2017	2:30 p.m.
August	09, 2017	2:30 p.m.
September	13, 2017	2:30 p.m.

**All meetings will convene at the offices of Land O'Lakes Branch Library located at 2818 Collier
Parkway, Land O' Lakes, FL 34639**

RESOLUTION 2017-11

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

WHEREAS, Cypress Preserve 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 Pasco 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 PRESERVE 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 Pasco County and the Department of Economic Opportunity.

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

PASSED AND ADOPTED THIS 10TH DAY OF MAY, 2017

ATTEST:

**CYPRESS PRESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

SECRETARY/ASSISTANT SECRETARY

CHAIRMAN

EXHIBIT A

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

October	11, 2017	2:30 p.m.
November	08, 2017	2:30 p.m.
December	13, 2017	2:30 p.m.
January	10, 2018	2:30 p.m.
February	14, 2018	2:30 p.m.
March	14, 2018	2:30 p.m.
April	11, 2018	2:30 p.m.
May	09, 2018	2:30 p.m.
June	13, 2018	2:30 p.m.
July	11, 2018	2:30 p.m.
August	08, 2018	2:30 p.m.
September	12, 2018	2:30 p.m.

All meetings will convene at the offices of Land O'Lakes Branch Library located at 2818 Collier
Parkway, Land O' Lakes, FL 34639

RESOLUTION 2017-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS MEETING OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Cypress Preserve 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 Pasco County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "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 Pasco County Ordinance 17-17 creating the District was April 27, 2017; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing five supervisors for the District within ninety (90) days after the effective date of Pasco County Ordinance 17-17.

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

Section 1. In accordance with section 190.006(2), Florida Statutes, the initial meeting of the landowners to elect five (5) supervisors of the District, shall be held on the 14th day of June 2017, at 2:30 p.m. located at Land O'Lakes Branch Library, 2818 Collier Parkway, Land O'Lakes, FL 34639.

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. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 10th day of May, 2017.

ATTEST:

**CYPRESS PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman

RESOLUTION 2017-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR THE REMAINDER OF FISCAL YEAR 2016/2017 AND THE FISCAL YEAR 2017/2018 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 Preserve Community Development District (the “**District**”) was established by the Pasco County Board of County Commissioners by Ordinance 17-17, which became effective on April 27, 2017; and

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors of the Cypress Preserve Community Development District (the “**Board**”) prior to June 15, 2017, the proposed operating budget for the remainder of the Fiscal year 2016/2017 and for the Fiscal Year 2017/2018 (collectively, the “**Budgets**”); and

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

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

1. **BUDGETS APPROVED.** The operating Budgets proposed by the District Manager for remainder of the Fiscal Year 2016/2017 and the Fiscal Year 2017/2018 attached hereto as **Exhibit A and Exhibit B**, respectively, are hereby approved as the basis for conducting a public hearing to adopt said Budgets.

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

DATE: August 9, 2017

HOUR: 2:30 p.m.

LOCATION: Land O'Lakes Branch Library
2818 Collier Parkway
Land O'Lakes, FL 34639

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

4. **POSTING OF BUDGETS.** In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the approved Budgets 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 10th day of May, 2017.

ATTEST:

**CYPRESS PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman

Exhibit A: Fiscal Year 2016/2017 Budget

Exhibit B: Fiscal Year 2017/2018 Budget

2017



CYPRESS PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2017

PROPOSED ANNUAL OPERATING BUDGET

MAY 10, 2017

CYPRESS PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2017

PROPOSED ANNUAL OPERATING BUDGET

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MAY 10, 2017

CYPRESS PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

BUDGET INTRODUCTION

Background Information

The Cypress Preserve Community Development District is a local special purpose government authorized by Chapter 190, Florida Statutes, as amended. The Community Development District (CDD) is an alternative method for planning, financing, acquiring, operating and maintaining community-wide infrastructure in master planned communities. The CDD also is a mechanism that provides a solution to the State's needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers. CDDs represent a major advancement in Florida's effort to manage its growth effectively and efficiently. This allows the community to set a higher standard for construction along with providing a long-term solution to the operation and maintenance of community facilities.

The following report represents the District budget for Fiscal Year 2017, which begins on October 1, 2016. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

Fund Number
001

Fund Name
General Fund

Services Provided
Operations and Maintenance of
Community Facilities

Maintenance of the Facilities

In order to maintain the facilities, the District conducts hearings to adopt an operating budget each year. This budget includes a detailed description of the maintenance program along with an estimate of the cost of the program. The funding of the maintenance budget is levied as a non-ad valorem assessment on your property by the District Board of Supervisors.

CYPRESS PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

**Fiscal Year 2017
Proposed Build-up
Operating Budget**

REVENUES	
SPECIAL ASSESSMENTS - SERVICE CHARGES	
Operations & Maintenance Assmts-Tax Roll	0.00
TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES	\$0.00
CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	
Landowner Direct Funding	166,438.33
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	\$166,438.33
OTHER MISCELLANEOUS REVENUES	
Miscellaneous	0.00
TOTAL OTHER MISCELLANEOUS REVENUES	\$0.00
TOTAL REVENUES	\$166,438.33
EXPENDITURES	
ADMINISTRATIVE	
District Management	14,166.67
District Engineer	1,666.67
District Counsel	1,666.67
Disclosure Report	1,666.67
Trustees Fees	2,000.00
Auditing Services	1,833.33
Postage, Phone, Faxes, Copies	50.00
Public Officials Insurance	833.33
Legal Advertising	250.00
Bank Fees	133.33
Dues, Licenses & Fees	58.33
Office Supplies	50.00
Website Administration	400.00
Miscellaneous Fees	0.00
TOTAL ADMINISTRATIVE	\$24,775.00
UTILITY SERVICES	
Street Lights	24,930.00
Other Electric Services	6,000.00
Potable Water Utility Services	1,666.67
Non-Potable Irr. Water Fees	0.00
TOTAL UTILITY SERVICES	\$32,596.67
OTHER PHYSICAL ENVIRONMENT	
Waterway Management System	6,333.33
Landscape Maintenance	75,000.00
Plant Replacement Program	5,000.00
Hardscape Maintenance	4,000.00
Miscellaneous Repairs & Maintenance	5,000.00
General, Property & Casualty Insurance	2,500.00
TOTAL OTHER PHYSICAL ENVIRONMENT	\$97,833.33
ROAD & STREET FACILITIES	
Sidewalk & Pavement Repairs	833.33
TOTAL ROAD & STREET FACILITIES	\$833.33
PARKS & RECREATION	
On-Site Staff	0.00
Cabana Janitorial & Cleaning	2,000.00
Pool Operations & Maintenance	6,000.00
Recreation Facility Maintenance	833.33
Recreation Equipment Maintenance	1,166.67
Security System	400.00
TOTAL PARKS & RECREATION	\$10,400.00
TOTAL EXPENDITURES	\$166,438.33
EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES	\$0.00

** BUILD-UP BUDGET FOR 4TH QUARTER FY2017

*** EXCLUDES 2% PASCO COLLECTION COST

*** EXCLUDES 4% EARLY PAYMENT DISCOUNT

FISCAL YEAR 2017
PROPOSED ANNUAL OPERATING BUDGET

CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

FINANCIAL & ADMINISTRATIVE

District Manager

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors, and attends all meetings of the Board of Supervisors.

District Engineer

Consists of attendance at scheduled meetings of the Board of Supervisors, offering advice and consultation on all matters related to the works of the District, such as bids for yearly contracts, operating policy, compliance with regulatory permits, etc.

Disclosure Reporting

On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Trustees Fees

This item relates to the fee assessed for the annual administration of bonds outstanding, as required within the bond indentures.

Auditing Services

The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to State Law and the Rules of the Auditor General.

Postage, Phone, Fax, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Public Officials Insurance

The District carries Public Officials Liability in the amount of \$1,000,000.

Legal Advertising

This is required to conduct the official business of the District in accordance with the Sunshine Law and other advertisement requirements as indicated by the Florida Statutes.

Bank Fees

The District operates a checking account for expenditures and receipts.

Dues, Licenses & Fees

The District is required to file with the County and State each year.

Office Supplies

Cost of daily supplies required by the District to facilitate operations.

Website Administration

Cost of maintenance and administration of the District's website

LEGAL COUNSEL

District Counsel

Requirements for legal services are estimated at an annual expenditures on an as needed and also cover such items

CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

as attendance at scheduled meetings of the Board of Supervisor's, Contract preparation and review, etc.

OTHER PHYSICAL ENVIRONMENT

Waterway Management System

This item is for maintaining the multiple waterways that compose the District's waterway management system and aids in controlling nuisance vegetation that may otherwise restrict the flow of water.

Landscape Maintenance

The District contracts with a professional landscape firm to provide service through a public bid process. This fee does not include replacement material or irrigation repairs.

Plant Replacement Program

This item is for landscape items that may need to be replaced during the year.

Property & Casualty Insurance

The District carries \$1,000,000 in general liability and also has sovereign immunity.

CYPRESS PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

SCHEDULE OF ANNUAL ASSESSMENTS⁽¹⁾

Lot Size	EBU Value	Unit Count	Debt Service Per Unit	O&M Admin per unit	O&M Per Unit	FY 2017 Total Assessment
SERIES 2017						
Single Family 35'	0.88	184	\$1,050.00	\$76.91	\$439.77	\$1,566.68
Single Family 40'	1.00	429	\$1,200.00	\$87.90	\$502.60	\$1,790.49
Single Family 50'	1.25	218	\$1,500.00	\$109.87	\$628.25	\$2,238.12

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Notations:

⁽¹⁾ Annual assessments exclude pasco County collection costs and statutory discounts for early payment.

FISCAL YEAR 2017
PROPOSED ANNUAL OPERATING BUDGET

2018



CYPRESS PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2018

PROPOSED ANNUAL OPERATING BUDGET

MAY 10, 2017

CYPRESS PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2018

PROPOSED ANNUAL OPERATING BUDGET

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MAY 10, 2017

CYPRESS PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

BUDGET INTRODUCTION

Background Information

The Cypress Preserve Community Development District is a local special purpose government authorized by Chapter 190, Florida Statutes, as amended. The Community Development District (CDD) is an alternative method for planning, financing, acquiring, operating and maintaining community-wide infrastructure in master planned communities. The CDD also is a mechanism that provides a solution to the State's needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers. CDDs represent a major advancement in Florida's effort to manage its growth effectively and efficiently. This allows the community to set a higher standard for construction along with providing a long-term solution to the operation and maintenance of community facilities.

The following report represents the District budget for Fiscal Year 2018, which begins on October 1, 2017. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

Fund Number

001

Fund Name

General Fund

Services Provided

Operations and Maintenance of
Community Facilities

Maintenance of the Facilities

In order to maintain the facilities, the District conducts hearings to adopt an operating budget each year. This budget includes a detailed description of the maintenance program along with an estimate of the cost of the program. The funding of the maintenance budget is levied as a non-ad valorem assessment on your property by the District Board of Supervisors.

CYPRESS PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2018 Proposed Operating Budget

REVENUES	
SPECIAL ASSESSMENTS - SERVICE CHARGES	
Operations & Maintenance Assmts-Tax Roll	0.00
TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES	\$0.00
CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	
Landowner Direct Funding	499,315.00
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	\$499,315.00
OTHER MISCELLANEOUS REVENUES	
Miscellaneous	0.00
TOTAL OTHER MISCELLANEOUS REVENUES	\$0.00
TOTAL REVENUES	\$499,315.00
EXPENDITURES	
ADMINISTRATIVE	
District Management	42,500.00
District Engineer	5,000.00
District Counsel	5,000.00
Disclosure Report	5,000.00
Trustees Fees	6,000.00
Auditing Services	5,500.00
Postage, Phone, Faxes, Copies	150.00
Public Officials Insurance	2,500.00
Legal Advertising	750.00
Bank Fees	400.00
Dues, Licenses & Fees	175.00
Office Supplies	150.00
Website Administration	1,200.00
Miscellaneous Fees	0.00
TOTAL ADMINISTRATIVE	\$74,325.00
UTILITY SERVICES	
Street Lights	74,790.00
Other Electric Services	18,000.00
Potable Water Utility Services	5,000.00
Non-Potable Irr. Water Fees	0.00
TOTAL UTILITY SERVICES	\$97,790.00
OTHER PHYSICAL ENVIRONMENT	
Waterway Management System	19,000.00
Landscape Maintenance	225,000.00
Plant Replacement Program	15,000.00
Hardscape Maintenance	12,000.00
Miscellaneous Repairs & Maintenance	15,000.00
General, Property & Casualty Insurance	7,500.00
TOTAL OTHER PHYSICAL ENVIRONMENT	\$293,500.00
ROAD & STREET FACILITIES	
Sidewalk & Pavement Repairs	2,500.00
TOTAL ROAD & STREET FACILITIES	\$2,500.00
PARKS & RECREATION	
On-Site Staff	0.00
Cabana Janitorial & Cleaning	6,000.00
Pool Operations & Maintenance	18,000.00
Recreation Facility Maintenance	2,500.00
Recreation Equipment Maintenance	3,500.00
Security System	1,200.00
TOTAL PARKS & RECREATION	\$31,200.00
TOTAL EXPENDITURES	\$499,315.00
EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES	\$0.00

*** EXCLUDES 2% PASCO COLLECTION COST

*** EXCLUDES 4% EARLY PAYMENT DISCOUNT

FISCAL YEAR 2018

PROPOSED ANNUAL OPERATING BUDGET

CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

FINANCIAL & ADMINISTRATIVE

District Manager

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors, and attends all meetings of the Board of Supervisors.

District Engineer

Consists of attendance at scheduled meetings of the Board of Supervisors, offering advice and consultation on all matters related to the works of the District, such as bids for yearly contracts, operating policy, compliance with regulatory permits, etc.

Disclosure Reporting

On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Trustees Fees

This item relates to the fee assessed for the annual administration of bonds outstanding, as required within the bond indentures.

Auditing Services

The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to State Law and the Rules of the Auditor General.

Postage, Phone, Fax, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Public Officials Insurance

The District carries Public Officials Liability in the amount of \$1,000,000.

Legal Advertising

This is required to conduct the official business of the District in accordance with the Sunshine Law and other advertisement requirements as indicated by the Florida Statutes.

Bank Fees

The District operates a checking account for expenditures and receipts.

Dues, Licenses & Fees

The District is required to file with the County and State each year.

Office Supplies

Cost of daily supplies required by the District to facilitate operations.

Website Administration

Cost of maintenance and administration of the District's website

LEGAL COUNSEL

District Counsel

Requirements for legal services are estimated at an annual expenditures on an as needed and also cover such items

CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

as attendance at scheduled meetings of the Board of Supervisor's, Contract preparation and review, etc.

OTHER PHYSICAL ENVIRONMENT

Waterway Management System

This item is for maintaining the multiple waterways that compose the District's waterway management system and aids in controlling nuisance vegetation that may otherwise restrict the flow of water.

Landscape Maintenance

The District contracts with a professional landscape firm to provide service through a public bid process. This fee does not include replacement material or irrigation repairs.

Plant Replacement Program

This item is for landscape items that may need to be replaced during the year.

Property & Casualty Insurance

The District carries \$1,000,000 in general liability and also has sovereign immunity.

CYPRESS PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

SCHEDULE OF ANNUAL ASSESSMENTS⁽¹⁾

Lot Size	EBU Value	Unit Count	Debt Service Per Unit	O&M Admin per unit	O&M Per Unit	FY 2018 Total Assessment
SERIES 2017						
Single Family 35'	0.88	184	\$1,050.00	\$76.91	\$439.77	\$1,566.68
Single Family 40'	1.00	429	\$1,200.00	\$87.90	\$502.60	\$1,790.49
Single Family 50'	1.25	218	\$1,500.00	\$109.87	\$628.25	\$2,238.12

831

Notations:

⁽¹⁾ Annual assessments exclude pasco County collection costs and statutory discounts for early payment.

FISCAL YEAR 2018
PROPOSED ANNUAL OPERATING BUDGET

Cypress Preserve Community Development District
Fiscal Year 2016/2017 Funding Agreement

This Agreement is made and entered into as of the ____ day of May, 2017, by and between the **Cypress Preserve 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 **Cypress Preserve 841, LLC**, a Florida limited liability company, authorized to do business in the State of Florida, whose mailing address is 3658 Erindale Drive, Valrico, Florida 33596 (the “**Owner**”).

Recitals

WHEREAS, the District was established by the Board of County Commissioner of Pasco 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 Owner 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 balance of the fiscal year 2016/2017, which commenced on April 27, 2017, the effective date of the formation of the District, and concludes on September 30, 2017 (the “Budget”); and

WHEREAS, in lieu of levying special assessments on the Property, the District is willing to allow the Owner 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 Owner 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 Owner 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 2016/2017 fiscal year, the Owner 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 Owner agree that the Budget shall be revised at the end of the 2016/2017 fiscal year to reflect the actual expenditures of the District for the period beginning on April 27, 2017 and ending on September 30, 2016. The Owner 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 Owner’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 Owner'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 Pasco 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 2016/2017 fiscal year on September 30, 2016. 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 Preserve Community
Development District**

By: _____
Name: _____
Secretary

By: _____
Name: _____
Chair of the Board of Supervisors

Witnesses:

Cypress Preserve 841, LLC,
a Florida limited liability company

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

Cypress Preserve Community Development District
Fiscal Year 2017/2018 Funding Agreement

This Agreement is made and entered into as of the ____ day of May, 2017, by and between the **Cypress Preserve 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 **Cypress Preserve 841, LLC**, a Florida limited liability company, authorized to do business in the State of Florida, whose mailing address is 3658 Erindale Drive, Valrico, Florida 33596 (the “**Owner**”).

Recitals

WHEREAS, the District was established by the Board of County Commissioner of Pasco 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 Owner 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 balance of the fiscal year 2017/2018, which commences on October 1, 2017, 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 Owner 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 Owner 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 Owner 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 Owner 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 Owner 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 October 1, 2017 and ending on September 30, 2018. The Owner 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 Owner’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 Owner'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 Pasco 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 Preserve Community
Development District**

By: _____
Name: _____
Secretary

By: _____
Name: _____
Chair of the Board of Supervisors

Witnesses:

Cypress Preserve 841, LLC,
a Florida limited liability company

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

RESOLUTION 2017-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS PRESERVE 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 LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District pursuant to the provisions of Chapter 190, Florida Statutes, is authorized to levy, collect and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the Board of Supervisors of the District (hereinafter the "Board") to levy, collect and enforce special assessments pursuant to Chapters 170 and 190, Florida Statutes.

WHEREAS, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, Florida Statutes, (the "Uniform Method").

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

Section 1. A Public Hearing will be held to adopt the Uniform Method on **Wednesday, July 12, 2017 at 2:30 p.m. located at Land O'Lakes Branch Library at 2818 Collier Parkway, Land O'Lakes, FL 34639.**

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

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

PASSED AND ADOPTED this 10th day of May, 2017.

ATTEST:

**CYPRESS PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman

RESOLUTION 2017-15

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE CYPRESS PRESERVE 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 Preserve 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 Pasco 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 PRESERVE COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. A public hearing will be held to adopt the Rules of Procedure on July 12, 2017, at 2:30 p.m., at the Land O'Lakes Branch Library, located at 2818 Collier Parkway, Land O'Lakes, Florida 34639

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 10TH DAY OF MAY, 2017.

**CYPRESS PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: _____

Chair/ Vice Chair
Print Name: _____

RULES OF PROCEDURE

CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT

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RULES OF PROCEDURE
CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT

1.0 General.

- (1) Cypress Preserve 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 county and the state of Florida. 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 1-800-955-8770, 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) Variances and Waivers. Variances 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 Preserve 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 _____, 2017.

RESOLUTION 2017-16

A RESOLUTION SETTING FORTH THE POLICY OF THE CYPRESS PRESERVE 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 Preserve 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 PRESERVE 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 10th day of May, 2017.

ATTEST:

**CYPRESS PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

SECRETARY/ASSISTANT SECRETARY

CHAIRMAN

RESOLUTION 2017-17

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

WHEREAS, Cypress Preserve 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 Pasco 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 PRESERVE COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. SunTrust Bank is hereby designated as the public depository for funds of Cypress Preserve 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 10TH DAY OF MAY, 2017.

ATTEST:

**CYPRESS PRESERVECOMMUNITY
DEVELOPMENT DISTRICT**

SECRETARY/ASSISTANT SECRETARY

CHAIRMAN

RESOLUTION 2017-18

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

WHEREAS, Cypress Preserve 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 Pasco 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 PRESERVE 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 Preserve Community Development District.

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

PASSED AND ADOPTED THIS 10TH DAY OF MAY, 2017.

ATTEST:

**CYPRESS PRESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

SECRETARY/ASSISTANT SECRETARY

CHAIRMAN

RESOLUTION 2017-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS PRESERVE 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 Preserve 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 Pasco 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 PRESERVE 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 10TH DAY OF MAY, 2017.

ATTEST:

**CYPRESS PRESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

SECRETARY/ASSISTANT SECRETARY

CHAIRMAN

RESOLUTION 2017-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS PRESERVE 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 Preserve 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 Pasco County, Florida; and

WHEREAS, the Board of Supervisors of Cypress Preserve 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 PRESERVE 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 10TH DAY OF MAY, 2017.

ATTEST:

**CYPRESS PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

SECRETARY/ASSISTANT SECRETARY

CHAIRMAN

RESOLUTION 2017-21

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

WHEREAS, Cypress Preserve 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 Pasco 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 May 10, 2017 the Board of Supervisors of Cypress Preserve 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 PRESERVE 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 10TH DAY OF MAY, 2017.

ATTEST:

**CYPRESS PRESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

SECRETARY/ASSISTANT SECRETARY

CHAIRMAN

RESOLUTION 2017-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS PRESERVE 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 Preserve Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Pasco 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 PRESERVE 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 10th day of May, 2017.

ATTEST:

**CYPRESS PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman

DRAFT

CYPRESS PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

BOND VALIDATION REPORT OF THE DISTRICT ENGINEER

Prepared for:

Board of Supervisors
Cypress Preserve
Community Development District

Prepared by:



FLORIDA DESIGN
CONSULTANTS, INC.
— THINK IT. ACHIEVE IT. —

3030 Starkey Boulevard
New Port Richey, FL 34655

April 17, 2017

INTRODUCTION

The Cypress Preserve Community Development District (the "District") encompasses approximately 443.39 acres within the Land O' Lakes area of central Pasco County, Florida and is within the Lester Dairy and FCI Master Planned Unit Development (the "MPUD"). The District is located within Sections 8, 16 & 17, Township 25 South, Range 18 East, approximately 1.0 mile south of State Road 52 with planned access to the District from U.S. Highway 41.

See Exhibit A for a Vicinity Map and Legal Description of the District.

PURPOSE

The Petition to Establish Cypress Preserve Community Development District (Pasco County Ordinance 1628) was approved by the Pasco County Board of County Commissioners on _____, The District was established for the purpose of constructing and/or acquiring, maintaining, and operating all or a portion of the public improvements and community facilities within the District. The purpose of this Report of the District Engineer (the "Report") is to provide a description and estimated costs of the public improvements and community facilities being planned within the District.

THE DEVELOPER AND DEVELOPMENT

The property owner, Cypress Preserve 841, LLC, (the "Developer") owns approximately 454.34 total acres of land, of which 443.39 acres encompasses the District. Currently the Developer plans to build up to 840 single family units. The currently planned public improvements and community facilities include community collector roads and subdivision streets, water, wastewater and reclaimed water systems, water management control, entry landscaping/irrigation/monuments, sidewalks, environmental mitigation, and community amenities.

See Exhibit B for the current Concept Plan. This plan is subject to change based on the real estate market conditions.

PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

Detailed descriptions of the proposed District Public Improvements and Community Facilities are provided as follows:

Water Management and Control

The design criteria for the District's water management and control is regulated by Pasco County and the Southwest Florida Water Management District (SWFWMD). The water management and control plan for the District focuses on utilizing newly constructed ponds within upland areas and on-site wetlands for stormwater treatment and storage.

Any excavated soil from the ponds is anticipated to remain within the development for use in building public infrastructure including roadways, landscape berming, drainage pond bank fill requirements, utility trench backfill, and filling and grading of public property.

The primary objectives of the water management and control for the District are:

1. To provide stormwater quality treatment.
2. To protect the development within the District from regulatory-defined rainfall events.
3. To maintain natural hydroperiods in the wetlands and connecting flow ways.
4. To insure that adverse stormwater impacts do not occur upstream or downstream as a result of the Development during regulatory-defined rainfall events.
5. To satisfactorily accommodate stormwater runoff from adjacent off-site areas which may naturally drain through the District.
6. To preserve the function of the flood plain storage during the 100 year storm event.

Off-Site Improvements

Any roadway, water, wastewater and storm sewer system associated with the improvements along U.S. Highway 41 are considered off-site improvements since this land area is located outside the District boundary.

District Roads

District Roads includes the roadway asphalt, base, and subgrade, roadway curb and gutter, and sidewalks within rights of way.

District Road Improvements

All roads will be designed in accordance with Pasco County's Land Development Code and technical standards and roads within the District will be dedicated or conveyed to and maintained by Pasco County (internal collector road and subdivision streets).

Sewer and Wastewater Management

Off-Site Sewer and Wastewater Management Improvements

The District is located within the unincorporated limits of Pasco County with sanitary sewer and wastewater management service being provided by the Pasco County Utilities Department. The development's off-site sanitary sewer collection systems may include force main extensions within the right of way located outside the boundary of the District.

On-Site Sewer and Wastewater Management Improvements

The on-site improvements include a sanitary sewer system within the collector road and subdivision streets, as well as pumping stations and force mains.

All sanitary sewer and wastewater management systems will be designed in accordance with Pasco County technical standards.

The sewer and wastewater management systems will be owned and maintained by Pasco County.

Water Supply

Off-Site Water Supply Improvements

The District is within the unincorporated area of Pasco County with water supply service to be provided by the Pasco County Public Utilities Department. The development's off-site water supply systems may include main extensions within the right of way located outside the boundary of the District.

On-Site Water Supply Improvements

The on-site improvements include looped water mains within collector and subdivision road rights of way for potable water service and fire protection.

The water supply systems will be designed in accordance with Pasco County technical standards.

The water supply system will be owned and maintained by Pasco County.

Reclaimed Water Supply

Off-Site Reclaimed Water Supply Improvements

The District is within the unincorporated area of Pasco County with reclaimed water supply service to be provided by the Pasco County Public Utilities Department. The development's off-site reclaimed water supply systems may include main extensions within the right of way located outside the boundary of the District.

On-Site Reclaimed Water Supply Improvements

The on-site improvements include reclaimed water mains within collector and subdivision road rights of way for potable reclaimed water service.

The reclaimed water supply systems will be designed in accordance with Pasco County technical standards.

The reclaimed water supply system will be owned and maintained by Pasco County.

Community Amenities

The amenities are anticipated to consist of a tot lot area, pavilion, bench swings, pool/deck, restrooms, landscaping/hardscaping/lighting, and irrigation within these areas.

Environmental Mitigation

Wetland impacts associated with the public improvements and community facilities will require mitigation which can be constructed and/or acquired by the District.

Electric Service Extension, Undergrounding of Electrical Power, and Street Lights

Off-Site Electrical Improvements

The District lies within the area served by Withlacoochee River Electric Cooperative, Inc. ("WREC") for electrical power, WREC will provide electric service to the District from lines located along U.S. Highway 41 right-of-way. There are fees associated with extending electric service to the community, as well as, converting the overhead service to underground service. Fees associated with improvements outside the boundary of the District are considered off-site improvements and will be funded by the Developer.

On-Site Electrical Improvements

The development's internal electrical power system will consist of conduit, underground cable, and transformers. The service extension within the District boundary that is designed to serve the entire community is considered an on-site improvement.

Street Lights

Street lights are planned throughout the community. It is anticipated that the District will enter into a Street Lighting Agreement with WREC who will then own and maintain the street lights

Landscaping, Irrigation, and Hardscaping

Community entry monumentation and landscape buffering and screening will be provided along collector road and in various locations throughout the community. Irrigation will also be provided in the landscaped areas.

Any areas landscaped and irrigated outside the boundary of the District is considered an off-site landscaping and irrigation improvement and will be constructed by the Developer, subject to maintenance by the District.

Professional Services and Permitting Fees

Pasco County, SWFWMD and FDOT impose fees for construction permits and plan reviews. These fees vary with the magnitude and size of the development. Additionally, engineering, surveying, and architecture services are needed for the subdivision, landscape, hardscape, and community amenities design, permitting, and construction. As well, development/construction management services are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

Fees associated with performance and warranty financial securities required by Pasco County may be funded through the District.

PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES COSTS

See Exhibit C for the Construction Cost Estimate of the Public Improvements and Community Facilities.

SUMMARY AND CONCLUSION

The District, as outlined above, is responsible for the functional development of the lands within the District, and, except as noted above in this report, such public improvements and facilities are located within the boundary of the District.

The planning and design of the District is in accordance with current governmental regulatory requirements. The Development will provide its intended function so long as the construction is in substantial compliance with the design and construction permits.

Items of construction cost in this report are based on our review and analysis of the re-zoning, conceptual, and preliminary plans for the development and cost estimates provided by the Engineer of Record. It is our professional opinion that the estimated infrastructure costs provided herein for the development are conservative to complete the construction of the Public Improvements and Community Facilities described herein and that the various components will benefit and add value to the District as more fully detailed in the Assessment Methodology Report adopted by the District. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012(1) and (2) of the Florida Statutes.

The estimate of the construction costs is only an estimate and not a guaranteed maximum cost. The estimated cost is based on historical unit prices or current prices being experienced for on-going and similar items of work in Pasco County. The labor market, future costs of equipment and materials, and the actual construction process are all beyond our control. Due to this inherent possibility for fluctuation in costs, the total final cost may be more or less than this estimate.

The professional service for establishing the Construction Cost Estimate are consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

Paul E. Skidmore, P.E.
District Engineer
State of Florida Registration No. 39631

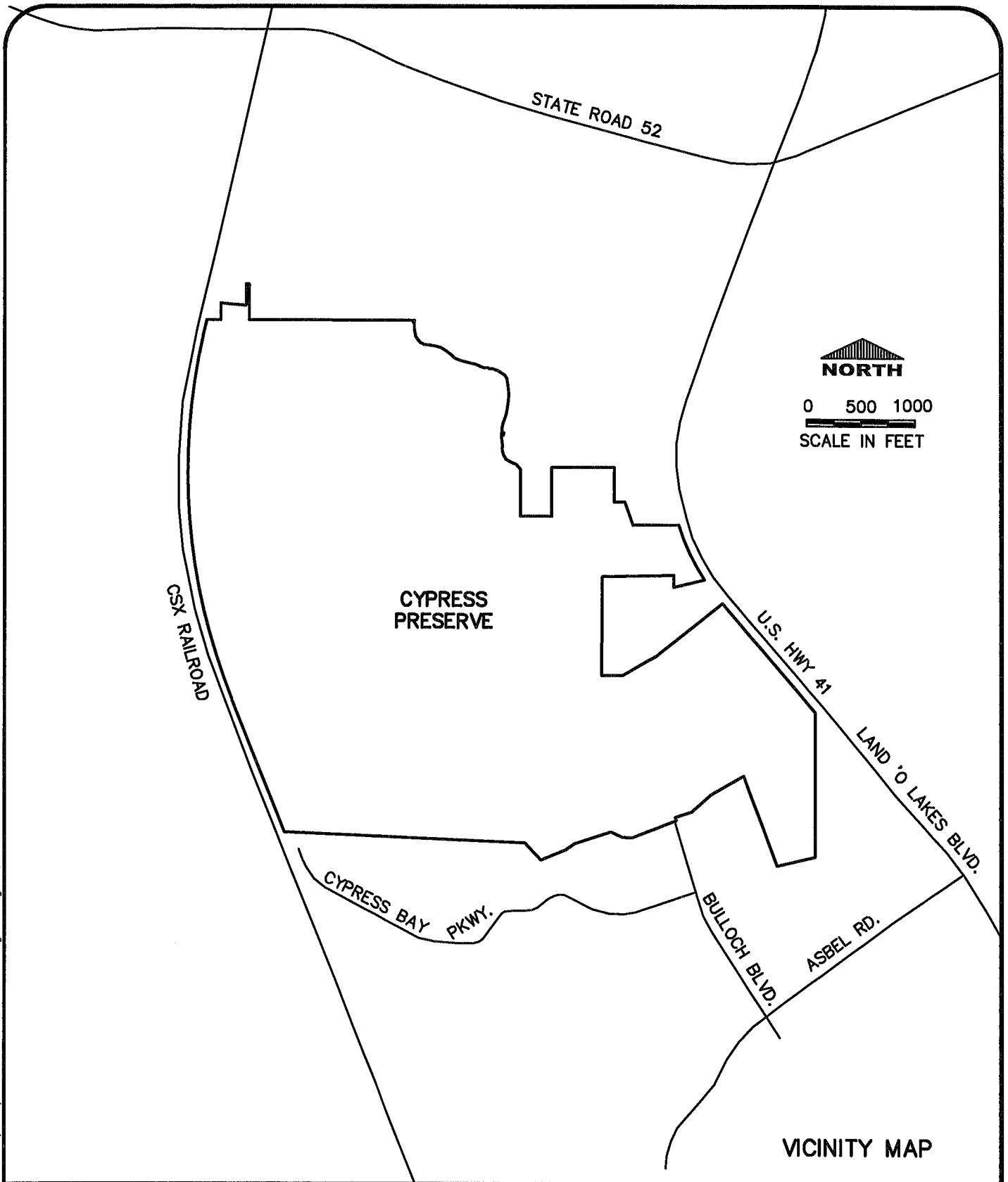
Date

EXHIBITS

- A Vicinity Map and Legal
Description of the District**
- B Concept Plan**
- C Construction Cost Estimate of
Public Improvements and
Community Facilities**

EXHIBIT A

K:\535\ProData\Exhibits\CDD\535_CDD VICINITY MAP.dwg -- Aug 22, 2016 @ 7:42am -- rhall



VICINITY MAP

DESCRIPTION: CYPRESS PRESERVE	PROJECT No. 2016-026E	EPN: 535
 FLORIDA DESIGN CONSULTANTS, INC. — THINK IT. ACHIEVE IT. — <small>3330 STARKEY BOULEVARD, NEW PORT RICHEY, FLORIDA 34866 PHONE: (888) 532-1047 WWW.FLDESIGN.COM C.A. No. 7421</small>	DATE: 6-23-2016	FIGURE:
	DRAWN BY: RAH	

THIS IS NOT A SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

BEARINGS ARE BASED UPON THE EAST LINE OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, BEING N00°07'13"E.

LEGAL DESCRIPTION:

A parcel of land being a portion of Sections 8, 16 and 17, Township 25 South, Range 18 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Section 16, Township 25 South, Range 18 East, Pasco County, Florida; thence N00°07'13"E along the East line of said Section 16, (BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION), for 331.02 feet to a Westerly corner of Asbel Creek Phase One, as recorded in Plat Book 50, page 122 of the Public Records of Pasco County, Florida, same also being the POINT OF BEGINNING; thence along the Westerly line of said Asbel Creek Phase One, the North line of Asbel Creek Phase Two as recorded in Plat Book 54, page 50, the North line of Asbel Creek Phase Three as recorded in Plat Book 57, page 1, the North line of Asbel Creek Phase Four as recorded in Plat Book 57, page 136 and the North line of Asbel Creek Phase Five, all of the Public Records of Pasco County, Florida, respectively, the following fourteen (14) courses: (1) thence S76°56'58"W, for 360.08 feet; (2) thence N20°09'32"W, for 884.81 feet; (3) thence S80°08'58"W, for 347.85 feet; (4) thence S48°51'58"W, for 245.35 feet; (5) thence S72°37'53"W, for 159.31 feet; (6) thence S23°07'47"E, for 31.67 feet; (7) thence S68°45'23"W, for 441.70 feet; (8) thence N86°14'17"W, for 94.60 feet; (9) thence N65°22'27"W, for 117.58 feet; (10) thence S71°45'13"W, for 355.45 feet; (11) thence S54°20'23"W, for 95.48 feet; (12) thence S68°11'43"W, for 246.90 feet; (13) thence N43°52'17"W, for 218.89 feet; (14) thence N87°28'48"W, for 2,230.62 feet to the Northwest corner of said Asbel Creek Phase 5, same also being the point of intersection with the East RIGHT-OF-WAY of the CSX Railroad as recorded in Deed Book 45, page 117 of the Public Records of Pasco County, Florida; thence N21°47'19"W, along said East RIGHT-OF-WAY of the CSX Railroad, for 1,312.92 feet to the point of curvature of a curve concave easterly; thence Northerly along the arc of said curve, same also being said East RIGHT-OF-WAY of the CSX Railroad, having a radius of 5,679.65 feet, a central angle of 34°30'47", an arc length of 3,421.23 feet, and a chord bearing N04°31'55"W for 3,369.74 feet to the point of tangent; thence continue along said East RIGHT-OF-WAY of the CSX Railroad, N12°43'28"E, for 144.04 feet to the point of intersection with the North line of Section 17, Township 25 South, Range 18 East, Pasco County, Florida; thence leaving said East RIGHT-OF-WAY of the CSX Railroad, S89°51'21"E, along said North line of Section 17, for 125.01 feet; thence leaving said North line of Section 17, N00°00'00"E, for 152.81 feet; thence S85°10'00"E, for 234.83 feet; thence N00°00'00"E, for 196.47 feet; thence S89°42'13"E, for 30.20 feet to the point of intersection with the East line of Section 8, Township 25 South, Range 18 East, Pasco County, Florida; thence S00°01'15"W, along said East line of Section 8, for 330.00 feet to the point of intersection with the North line of the Northwest 1/4 of Section 16, Township 25 South, Range 18 East, Pasco County, Florida; thence S89°48'47"E, along said North line of Section 16, for 1,539.86 feet; thence leaving said North line of Section 16, S00°19'48"W, for 0.65 feet; thence S40°06'32"W, for 17.97 feet; thence S58°10'37"E, for 13.48 feet; thence S02°18'37"W, for 49.41 feet; thence S09°52'52"E, for 76.11 feet; thence S37°37'58"E, for 29.20 feet; thence S36°17'11"E, for 39.17 feet; thence S62°35'35"E, for 40.98 feet; thence S84°01'23"E, for 51.36 feet; thence S77°39'47"E, for 29.98 feet; thence N00°00'00"E, for 75.92 feet; thence S77°50'28"E, for 96.84 feet; thence S53°43'52"E, for 193.67 feet; thence S69°00'40"E, for 15.30 feet; thence S78°20'09"E, for 76.55 feet; thence S69°55'06"E, for 44.90 feet; thence S74°03'25"E, for 142.43 feet; thence S80°52'18"E, for 82.45 feet; thence S62°26'49"E, for 75.94 feet; thence S54°24'46"E, for 97.71 feet; thence S06°39'01"E, for 105.40 feet; thence S08°41'04"E, for 103.77 feet; thence S04°14'51"W, for 60.06 feet; thence S00°11'20"W, for 48.77 feet; thence S09°24'17"W, for 98.58 feet; thence S20°23'44"W, for 21.35 feet; thence S20°00'51"W, for 61.85 feet; thence S10°46'28"W, for 45.06 feet; thence S16°57'01"W, for 9.62 feet; thence S07°56'26"E, for 17.95 feet; thence S09°01'02"W, for 27.10 feet; thence S00°26'07"E, for 62.12 feet; thence S08°44'37"E, for 32.46 feet; thence S07°34'06"E, for 23.30 feet; thence S17°08'00"E, for 29.24 feet; thence S07°52'10"E, for 16.24 feet; thence S08°27'40"E, for 8.79 feet; thence S62°01'19"E, for 19.22 feet; thence S63°23'02"E, for 52.19 feet; thence S26°36'58"W, for 65.54 feet; thence S65°27'10"E, for 7.92 feet; thence S38°36'44"E, for 58.15 feet to the point of intersection with the West line Official Record Book 9247, page 3502 of the Public Records of Pasco County, Florida; thence S00°09'16"E, along said West line of Official Record Book 9247, page 3502 and the West line of Official Record Book 5151, page 97 of the Public Records of Pasco County, Florida, respectively, for 429.95 feet to the Southwest corner of said Official Record Book 5151, page 97; thence S89°49'21"E, along the South line of said Official Record Book 5151, page 97 and the South line of said Official Record Book 9247, page 3502, respectively, for 96.65 feet to the Southwest corner of said Official Record Book 9247, page 3502; thence S89°51'41"E, along said South line of Official Record Book 9247, page 3502, for 193.35 feet to the Southeast corner of said Official Record Book 9247, page 3502; thence

(LEGAL DESCRIPTION CONTINUED ON SHEET 2)


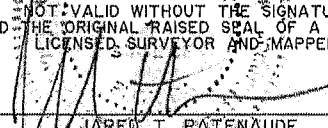
NOTE: THE GEOMETRY PERTAINING TO THE PARCEL OF LAND DESCRIBED HEREIN IS BASED UPON THE RECORD DOCUMENTS AS NOTED HEREIN AND A CERTAIN BOUNDARY SURVEY TITLED, "LESTER DAIRY, D.W. LESTER AND SONS PARCEL", PREPARED BY FLORIDA DESIGN CONSULTANTS, INC., LAST DATE OF FIELD WORK: 8-11-2014, JOB NUMBER: 2014-0042.

PREPARED FOR:

CYPRESS PRESERVE

SHEET DESCRIPTION:

CDD PARCEL

SCALE, NONE	DATE, 06-20-2016	DRAWN, GMS	CALCED, JTP	CHECKED, JTP	SEE SHEET 1-2 FOR LEGAL DESCRIPTION SEE SHEET 3-7 FOR SKETCH
JOB No., 2016-026E	EPN, 535	SECTION, 8, 16, 17	TOWNSHIP, 25 S	RANGE, 18 E	REVISION 1: 7-27-16 GMS
 FLORIDA DESIGN CONSULTANTS, INC. THINK IT. ACHIEVE IT.					NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  JARED T. PATENAUDE PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER PSM 6971 STATE OF FLORIDA
3030 STARKEY BOULEVARD, NEW PORT RICHEY, FLORIDA 34855 PHONE: (800) 632-1047 FAX: (727) 848-3848 WWW.FLDESIGN.COM L.S. NO. 6707					

THIS IS NOT A SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

BEARINGS ARE BASED UPON THE EAST LINE OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, BEING N00°07'13"E.

(LEGAL DESCRIPTION CONTINUED FROM SHEET 1)

N00°09'16"W, along the West line of said Official Record Book 9247, page 3502, for 450.01 feet to the point of intersection with the North line of Official Record Book 1350, page 1516 of the Public Records of Pasco County, Florida; thence S89°51'41"E along said North line of Official Record Book 1350, page 1516, for 580.38 feet; thence S00°02'29"E, along the East line of said Official Record Book 1350, page 1516, for 319.69 feet to the point of intersection with the South line of the "Together With" parcel of Official Record Book 3250, page 256 of the Public Records of Pasco County, Florida; thence along said South line the following three (3) courses of said "Together With" parcel of Official Record Book 3250, page 259; (1) thence S89°51'17"E, for 97.00 feet; (2) thence S20°31'13"E, for 224.74 feet; (3) thence S89°52'57"E, for 425.71 feet to the point of intersection with a non-tangent curve, concave northeasterly; same also being the point of intersection with the West RIGHT-OF-WAY of U.S. Highway 41 (S.R. 45), thence southeasterly along the arc of said curve, same also being said West RIGHT-OF-WAY of U.S. 41 (S.R. 45), from a radial bearing of N72°32'51"E, having a radius of 1,989.86 feet, a central angle of 16°06'49", an arc length of 559.62 feet, and a chord bearing S25°30'34"E for 557.78 feet to the Southeast corner of Official Record Book 1225, page 1501 of the Public Records of Pasco County, Florida; thence leaving said West RIGHT-OF-WAY of U.S. Highway 41 (S.R. 45), S76°46'12"W, along the South line of said Official Record Book 1225, page 1501, same also being the North line of Official Record Book 8212, page 823 of the Public Records of Pasco County, Florida, for 297.23 feet to the Southwest corner of said Official Record Book 1225, page 1501, same also being the Northwest corner of said Official Record Book 8212, page 823; thence N00°20'44"E, along the West line of said Official Record Book 1225, page 1501, for 110.36 feet; thence along the North, West and South lines of Official Record Book 9355, page 914 of the Public Records of Pasco County, Florida, respectively for the following five (5) courses: (1) thence S88°55'12"W for 665.80 feet; (2) thence S00°21'27"W, for 912.96 feet; (3) thence N89°01'02"E, for 200.60 feet; (4) thence N60°40'11"E, for 352.55 feet; (5) thence N51°46'59"E, for 788.96 feet to the point of intersection with said West RIGHT-OF-WAY of U.S. Highway 41 (S.R. 45); thence S40°21'43"E along said West RIGHT-OF-WAY of U.S. Highway 41 (S.R. 45), for 1,320.34 feet to the point of intersection with said East line of Section 16, Township 25 South, Range 18 East, same also being the West line of Land O'Lakes Addition as recorded in Plat Book 4, page 59 of the Public Records of Pasco County, Florida; thence S00°07'13"W, along said East line of Section 16, same also being said West line of Land O'Lakes addition and the Westerly line of Asbel Creek Phase One as recorded in Plat Book 50, page 122 of the Public Records of Pasco County, Florida, respectively, for 1,331.65 feet to the POINT OF BEGINNING.

Containing 19,314,132 square feet or 443.391 acres, more or less.

NOTE: THE GEOMETRY PERTAINING TO THE PARCEL OF LAND DESCRIBED HEREIN IS BASED UPON THE RECORD DOCUMENTS AS NOTED HEREIN AND A CERTAIN BOUNDARY SURVEY TITLED, "LESTER DAIRY, D.W. LESTER AND SONS PARCEL", PREPARED BY FLORIDA DESIGN CONSULTANTS, INC., LAST DATE OF FIELD WORK, 8-II-2014, JOB NUMBER, 2014-0042.

PREPARED FOR,

CYPRESS PRESERVE

SHEET DESCRIPTION,

CDD PARCEL

SCALE,	DATE,	DRAWN,	CALCED,	CHECKED,	
NONE	06-20-2016	GMS	JTP	JTP	SEE SHEET 1-2 FOR LEGAL DESCRIPTION SEE SHEET 3-7 FOR SKETCH
JOB No.,	EPN,	SECTION,	TOWNSHIP,	RANGE,	
2016-026E	535	8, 16, 17	25 S	18 E	REVISION 1: 7-27-16, GMS



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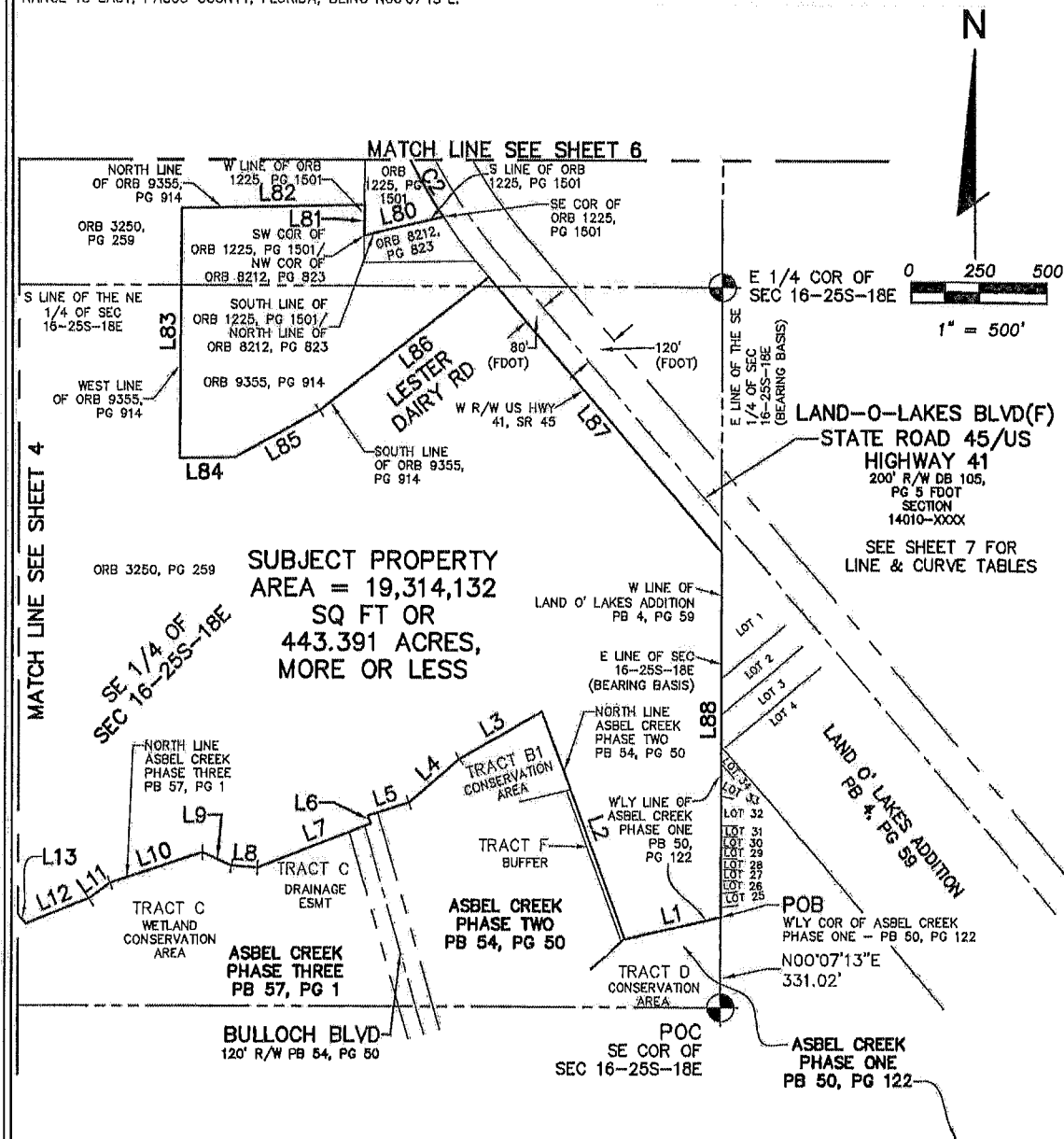
3030 STARKEY BOULEVARD, NEW PORT RICHEY, FLORIDA 34655
PHONE: (800) 532-1047 FAX: (727) 848-3648 WWW.FLDESIGN.COM L.B. NO.6707

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LICENSED SURVEYOR AND MAPPER.

JARED T. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER PSM 6971
STATE OF FLORIDA

THIS IS NOT A SURVEY

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CYPRESS PRESERVE

SHEET DESCRIPTION:

CDD PARCEL

SCALE: 1"=500'	DATE: 06-20-2016	DRAWN: GMS	CALCED: JTP	CHECKED: JTP	SEE SHEET 1-2 FOR LEGAL DESCRIPTION SEE SHEET 3-7 FOR SKETCH
JOB No.: 2016-026E	EPN: 535	SECTION: 8, 16, 17	TOWNSHIP: 25 S	RANGE: 18 E	REVISION 1: 7-27-16 GMS



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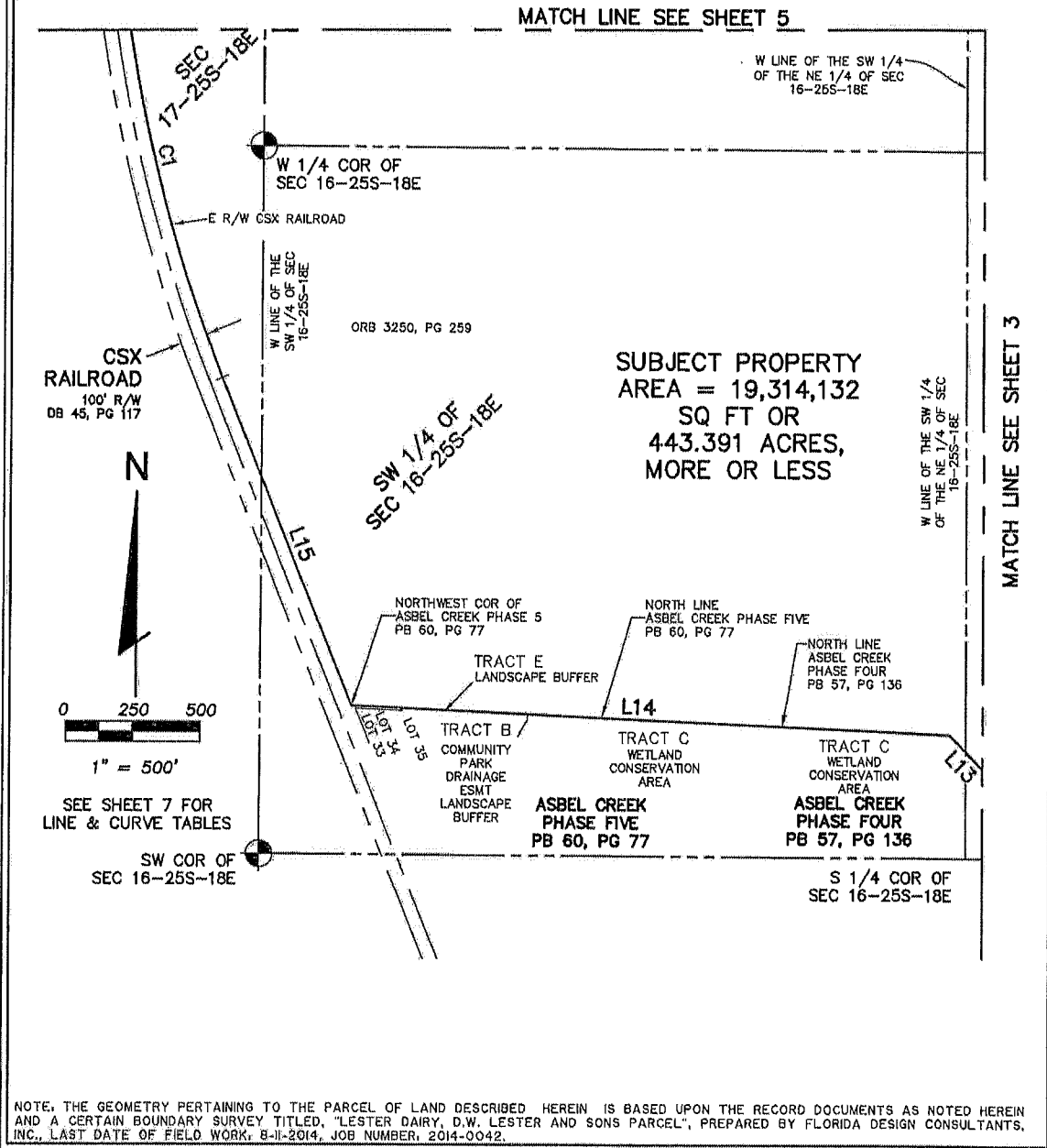
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PREPARED FOR:

CYPRESS PRESERVE

SHEET DESCRIPTION:

CDD PARCEL

SCALE, 1"=500'	DATE, 06-20-2016	DRAWN, GMS	CALCD, JTP	CHECKED, JTP	SEE SHEET 1-2 FOR LEGAL DESCRIPTION SEE SHEET 3-7 FOR SKETCH
JOB No., 2016-026E	EPN, 535	SECTION, 8, 16, 17	TOWNSHIP, 25 S	RANGE, 18 E	REVISION 1: 7-27-16 GMS



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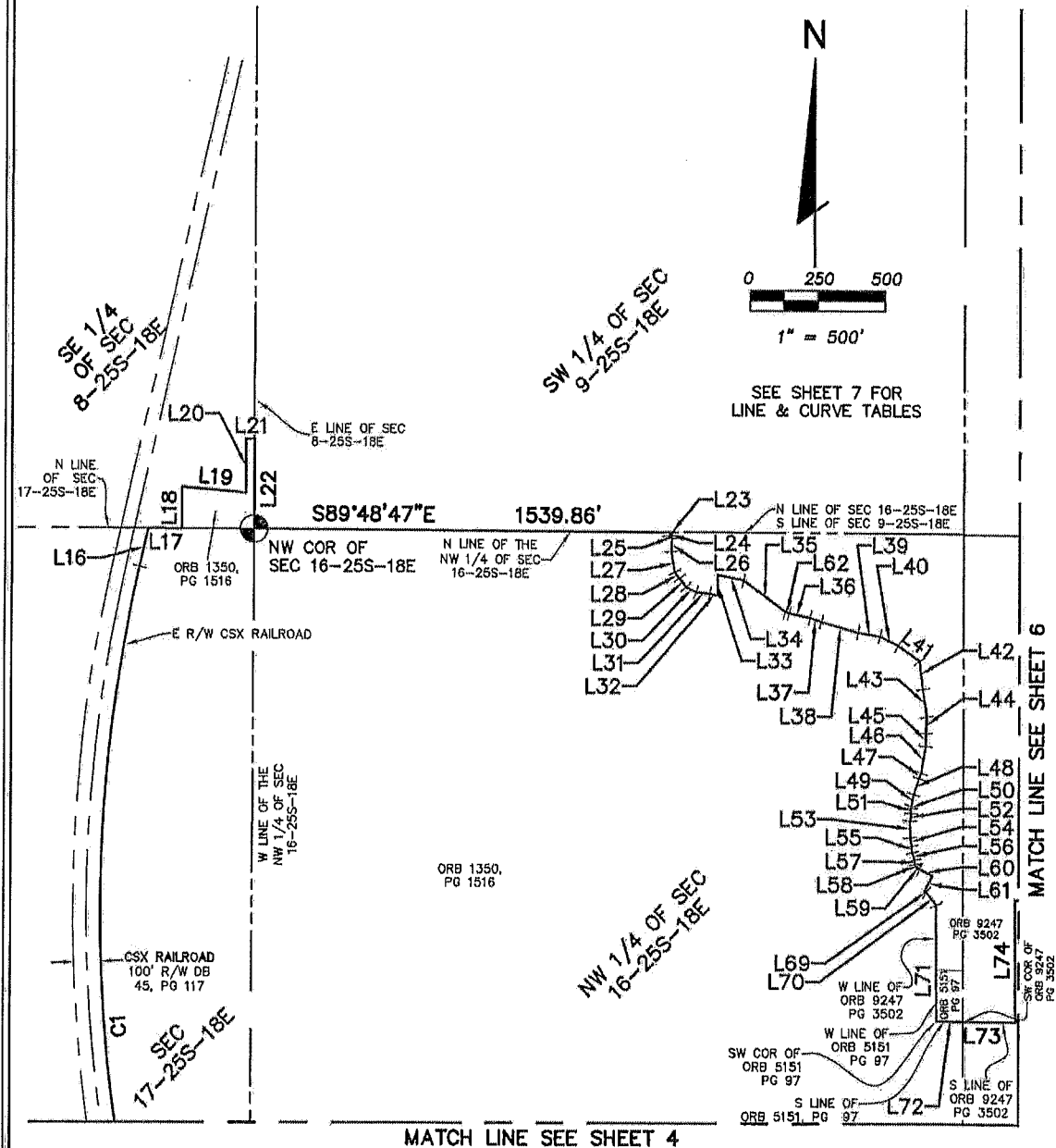
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JAMES T. PATENAUE
 PROFESSIONAL SURVEYOR AND MAPPER
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 STATE OF FLORIDA

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PREPARED FOR,

CYPRESS PRESERVE

SHEET DESCRIPTION,

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SCALE, 1"=500'	DATE, 06-20-2016	DRAWN, GMS	CALCED, JTP	CHECKED, JTP	SEE SHEET 1-2 FOR LEGAL DESCRIPTION SEE SHEET 3-7 FOR SKETCH
JOB No., 2016-026E	EPN, 535	SECTION, 8, 16, 17	TOWNSHIP, 25 S	RANGE, 18 E	REVISION 1: 7-27-16 GMS

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LICENSE NUMBER PSM 6971
STATE OF FLORIDA

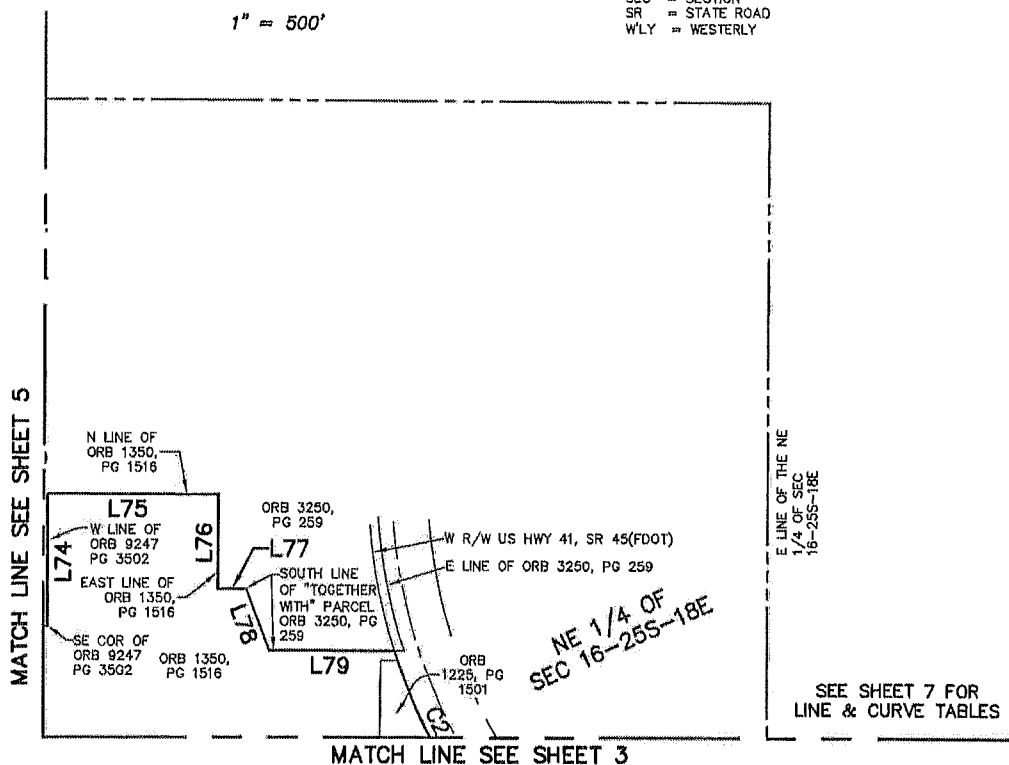
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LEGEND:

COR = CORNER
 DB = DEED BOOK
 ESMT = EASEMENT
 FOOT = FLORIDA DEPARTMENT OF TRANSPORTATION
 HWY = HIGHWAY
 LB = LICENSED BUSINESS
 LLC = LIMITED LIABILITY COMPANY
 NO = NUMBER
 ORB = OFFICIAL RECORDS BOOK
 PB = PLAT BOOK
 PG = PAGE
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 R/W = RIGHT-OF-WAY
 SQ FT = SQUARE FEET
 SEC = SECTION
 SR = STATE ROAD
 WLY = WESTERLY



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PREPARED FOR:

CYPRESS PRESERVE

SHEET DESCRIPTION:

CDD PARCEL

SCALE:	DATE:	DRAWN:	CALCED:	CHECKED:	SEE SHEET 1-2 FOR LEGAL DESCRIPTION SEE SHEET 3-7 FOR SKETCH
1"=500'	06-20-2016	GMS	JTP	JTP	
JOB No.:	EPN:	SECTION:	TOWNSHIP:	RANGE:	REVISION 1: 7-27-16 GMS
2016-026E	535	8, 16, 17	25 S	18 E	



**FLORIDA DESIGN
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LINE TABLE		
LINE	BEARING	LENGTH
L1	S76°56'58"W	360.08'
L2	N20°09'32"W	884.81'
L3	S60°08'58"W	347.85'
L4	S48°51'58"W	245.35'
L5	S72°37'53"W	159.31'
L6	S23°07'47"E	31.87'
L7	S68°45'23"W	441.70'
L8	N86°14'17"W	94.60'
L9	N65°22'27"W	117.58'
L10	S71°45'13"W	355.45'
L11	S54°20'23"W	95.48'
L12	S58°11'43"W	245.90'
L13	N43°52'17"W	218.89'
L14	N87°28'48"W	2230.62'
L15	N21°47'19"W	1312.92'

LINE TABLE		
LINE	BEARING	LENGTH
L16	N12°43'28"E	144.04'
L17	S89°51'21"E	125.01'
L18	N00°00'00"E	152.81'
L19	S85°10'00"E	234.83'
L20	N00°00'00"E	196.47'
L21	S89°42'13"E	30.20'
L22	S00°01'15"W	330.00'
L23	S00°19'48"W	0.65'
L24	S40°06'32"W	17.97'
L25	S58°10'37"E	13.48'
L26	S02°18'37"W	49.41'
L27	S09°52'52"E	76.11'
L28	S37°37'58"E	29.20'
L29	S36°17'11"E	39.17'
L30	S82°35'35"E	40.98'

LINE TABLE		
LINE	BEARING	LENGTH
L31	S84°01'23"E	51.36'
L32	S77°39'47"E	29.98'
L33	N00°00'00"E	75.92'
L34	S77°50'28"E	98.84'
L35	S53°43'52"E	193.67'
L36	S78°20'09"E	76.55'
L37	S69°55'06"E	44.90'
L38	S74°03'25"E	142.43'
L39	S80°52'18"E	82.45'
L40	S82°26'49"E	75.94'
L41	S54°24'46"E	97.71'
L42	S06°39'01"E	105.40'
L43	S08°41'04"E	103.77'
L44	S04°14'51"W	60.06'
L45	S00°11'20"W	48.77'

LINE TABLE		
LINE	BEARING	LENGTH
L46	S09°24'17"W	98.58'
L47	S20°23'44"W	21.35'
L48	S20°00'51"W	61.85'
L49	S10°46'26"W	45.06'
L50	S16°57'01"W	9.62'
L51	S07°56'26"E	17.95'
L52	S09°01'02"W	27.10'
L53	S00°26'07"E	62.12'
L54	S08°44'37"E	32.46'
L55	S07°34'06"E	23.30'
L56	S17°08'00"E	29.24'
L57	S07°52'10"E	16.24'
L58	S08°27'40"E	8.79'
L59	S62°01'19"E	19.22'
L60	S63°23'02"E	52.19'

LINE TABLE		
LINE	BEARING	LENGTH
L61	S26°36'58"W	85.54'
L62	S69°00'40"E	15.30'
L63	S65°27'10"E	7.92'
L64	S38°36'44"E	58.15'
L65	S00°09'16"E	429.95'
L66	S89°49'21"E	96.65'
L67	S89°51'41"E	193.35'
L68	N00°09'16"W	450.01'
L69	S89°51'41"E	580.38'
L70	S00°02'29"E	319.69'
L71	S89°51'17"E	97.00'
L72	S20°31'13"E	224.74'
L73	S89°52'57"E	425.71'
L74	S76°48'12"W	297.23'
L75	N00°20'44"E	110.36'

LINE TABLE		
LINE	BEARING	LENGTH
L82	S88°55'12"W	665.80'
L83	S00°21'27"W	912.96'
L84	N89°01'02"E	200.60'
L85	N60°40'11"E	352.55'
L86	N51°46'59"E	788.96'
L87	S40°21'43"E	1320.34'
L88	S00°07'13"W	1331.65'

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	RADIAL BEARING
C1	5679.65'	3421.23'	3369.74'	N04°31'55"W	34°30'47"	
C2	1989.86'	559.62'	557.78'	S25°30'34"E	16°06'49"	N72°32'51"E

NOTE: THE GEOMETRY PERTAINING TO THE PARCEL OF LAND DESCRIBED HEREIN IS BASED UPON THE RECORD DOCUMENTS AS NOTED HEREIN AND A CERTAIN BOUNDARY SURVEY TITLED, "LESTER DAIRY, D.W. LESTER AND SONS PARCEL", PREPARED BY FLORIDA DESIGN CONSULTANTS, INC., LAST DATE OF FIELD WORK: 8-II-2014, JOB NUMBER: 2014-0042.

PREPARED FOR:

CYPRESS PRESERVE

SHEET DESCRIPTION:

CDD PARCEL

SCALE: 1"=500'	DATE: 06-20-2016	DRAWN: GMS	CALCED: JTP	CHECKED: JTP	SEE SHEET 1-2 FOR LEGAL DESCRIPTION SEE SHEET 3-7 FOR SKETCH
JOB No.: 2016-026E	EPN: 535	SECTION: 8, 16, 17	TOWNSHIP: 25 S	RANGE: 18 E	REVISION 1: 7-27-16 GMS



**FLORIDA DESIGN
CONSULTANTS, INC.**
— THINK IT. ACHIEVE IT. —

3030 STARKEY BOULEVARD, NEW PORT RICHEY, FLORIDA 34865
PHONE: (800) 532-1047 FAX: (727) 848-3848 WWW.FLDESIGN.COM L.B. NO.8707

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.

JARED T. PATENAUE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER PSM 6971
STATE OF FLORIDA

EXHIBIT B



Image courtesy of USGS Earthstar Geographics SIO © 2016 Microsoft Corporation

DESCRIPTION: CYPRESS PRESERVE	PROJECT No. 2016-0026	EPN: 535
<div data-bbox="430 1885 581 1974" data-label="Image"> </div> <div data-bbox="602 1885 889 1974" data-label="Text"> <p>FLORIDA DESIGN CONSULTANTS, INC. — THINK IT. ACHIEVE IT. — 3535 STARKEY BOULEVARD, NEW PORT RICHEY, FLORIDA 34655 PHONE: (888) 532-1047 WWW.FLDESIGN.COM C.A. NO. 7421</p> </div>	DATE: 8-18-16	FIGURE: 1
	DRAWN BY:	

EXHIBIT C

CYPRESS PRESERVE

DESCRIPTION	PHASE 1 2017	PHASES 2-4 2018-2025	TOTAL ESTIMATED BUDGET
Engineering Design, Permitting, Surveying, Testing	530,090	843,282	1,373,372
Earthwork	1,715,732	3,289,990	5,005,722
Storm Water Management	925,391	1,600,228	2,525,619
Roads	1,180,672	2,550,204	3,730,876
Off-Site Improvements	620,082	537,072	1,157,154
Potable Water & Fire	321,510	703,522	1,025,032
Sanitary Sewer	803,819	1,411,532	2,215,351
Reclaimed Water	97,883	418,539	516,422
Recreational Amenity	1,800,000	500,000	2,300,000
Landscaping/Irrigation/Hardscape	475,000	518,000	993,000
Permit Fees and Impact Fees ¹	956,859	2,489,885	3,446,744
Contingency	756,803	1,188,980	1,945,783
Total	10,183,841	16,051,234	26,235,075

¹The CDD may not expend funds for the payment of impact fees from the CDD to Pasco County unless the CDD enters into an Utilities Services Agreement with Pasco County and said expenditure for impact fees shall be equal to the required fees.

2017

Meritus
Districts

**CYPRESS PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

BOND VALIDATION REPORT

MAY 4th 2017

**CYPRESS PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

Estimated Public Infrastructure Costs

DESCRIPTION	PHASE 1 2017	PHASES 2-4 2018-2025	TOTAL ESTIMATED BUDGET
Engineering Design, Permitting, Surveying, Testing	530,090	843,282	1,373,372
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**CYPRESS PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

Proposed Sizing of Bond Issue (s)
--

<u>Long Term Special Assessment Revenue Bond (s)</u>

(¹) Coupon Rate		6.90%
Term (Years)		32
Principal Amortization Installments		30
ISSUE SIZE		\$34,895,000
Construction Fund		\$26,235,075
(¹) Capitalized Interest (Months)	24	\$4,815,510
Debt Service Reserve Fund		\$2,784,000
Underwriter's Discount	2.00%	\$697,900
+ Premium / - Discount		\$0
Cost of Issuance		\$362,050
Rounding		\$465
<u>ANNUAL ASSESSMENT</u>		
Annual Debt Service (Principal plus Interest)		\$2,784,000
(²) Collection Costs and Discounts @ 6%		\$116,000
TOTAL ANNUAL ASSESSMENT		\$2,900,000

RESOLUTION 2017-23

A RESOLUTION OF CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$ _____ PRINCIPAL AMOUNT CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS IN ONE OR MORE SERIES, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION AND/OR ACQUISITION BY THE DISTRICT OF THE PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES PERMITTED BY THE PROVISIONS OF CHAPTER 190, FLORIDA STATUTES AND THE ORDINANCE CREATING THE DISTRICT; APPROVING A FORM OF A MASTER TRUST INDENTURE; APPROVING AND APPOINTING A TRUSTEE; AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS RELATING TO THE FOREGOING BONDS; AUTHORIZING AND APPROVING OTHER MATTERS RELATING TO THE FOREGOING BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 17-17 of Pasco County, Florida (the “Ordinance”) Cypress Preserve Community Development District (the “District”) was established in the manner provided by law; and

WHEREAS, the District is authorized by the provisions of Chapter 190, Florida Statutes (the “Act”) and the Ordinance and subject to the limitations set forth in the Act and in the Ordinance, if any, to issue its bonds and other evidence of indebtedness for the purpose, among other things, of constructing and/or acquiring public improvements and community facilities set forth in Section 190.012, Florida Statutes, (the “Project”); and

WHEREAS, the Project will provide significant benefits to the lands within its boundaries, is necessary for the public health, safety and welfare and is in the best interest of the District, its landowners and future residents; and

WHEREAS, the District is authorized by the Act to make payments of principal, interest, and premium, if any, with respect to such bonds or other evidence of indebtedness by levying and collecting Series Pledged Revenues (as defined in the Indenture as defined below); and

WHEREAS, the District now desires to authorize the issuance of its special assessment revenue bonds in one or more series (the “Bonds”), in a principal amount not to exceed \$ _____ for the principal purpose of financing the construction and acquisition of the Project, to approve a Master Trust Indenture under which the Bonds will be issued; to appoint a

trustee to serve under the Master Trust Indenture, to authorize the validation of the Bonds and to provide for various other matters relating thereto.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT as follows:

SECTION 1. Authorization. There is hereby authorized to be issued not exceeding \$_____ principal amount of Cypress Preserve Community Development District special assessment revenue bonds in one or more series (the “Bonds”). The Bonds shall be issued under and secured by a Master Trust Indenture (the “Indenture”), a form of which is attached hereto as **Exhibit “A”** and, by this reference, is incorporated in this Resolution as if set forth in full herein. The Bonds shall be dated, shall contain such further description, shall mature in amounts and at times, shall bear interest at the rates, and shall be redeemable at the redemption prices and upon the terms, all as shall be set forth in a resolution adopted by the Board of Supervisors (the “Board”) of the District at or before the execution and delivery of the Bonds by the Chairman or Vice Chairman of the Board, which Bonds shall be attested by the Secretary or any Assistant Secretary of the Board, and shall be authenticated by the Trustee under the Indenture.

SECTION 2. Approval of Master Trust Indenture. The Master Trust Indenture is hereby approved in substantially the form set forth in Exhibit “A” hereto and the Chairman or the Vice Chairman of the Board are hereby authorized and directed to execute and deliver such Master Trust Indenture on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chairman or the Vice Chairman executing the same, such execution to be conclusive evidence of such approval.

SECTION 3. Trustee. The District hereby authorizes and approves U.S. Bank National Association, to serve as Trustee under the Master Trust Indenture and to take the actions required of the Trustee in connection with the execution and delivery of the Bonds.

SECTION 4. Validation. Bond Counsel, Akerman LLP, and District Counsel, Straley & Robin, P.A., are hereby authorized and directed to prepare, file and prosecute proceedings to validate the Bonds in the manner prescribed by the laws of the State of Florida. The District Manager, engineering consultant, financial consultant, Chairman, Vice-Chairman and/or any other members of the Board and staff are hereby directed and authorized to provide such documents and testimony as may be necessary or useful in the prosecution of the validation proceedings as directed by counsel.

SECTION 5. Open Meetings. It is hereby found and determined that all acts of the Board concerning and relating to adoption of this Resolution were taken in open meetings of the Board and all deliberations of the Board that resulted in such official acts were in meetings open to the public in compliance with all legal requirements, including, but not limited to, the requirements of Florida Statutes, Section 286.011.

SECTION 6. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and

amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 7. Approval of Prior Actions. All actions taken to date by the members of the Board and the staff of the District in furtherance of the issuance of the Bonds are hereby approved, confirmed and ratified.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 10th day of May, 2017.

**CYPRESS PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: Chairman, Board of Supervisors

[SEAL]
Attest:

Its: Secretary

RESOLUTION 2017-24

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIRMAN THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including roadways, stormwater management facilities, water, sewer and irrigation utility facilities, offsite improvements, landscaping, street lighting, and recreational facilities; and

WHEREAS, the District has previously adopted an Engineer's Report dated _____, 2017 (the "Engineer's Report"), which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed thereto (the "Improvements"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer's Report, which includes, but is not limited to, obtaining all necessary permits and approvals from local governments and agencies for the construction and/or operation of infrastructure improvements, the District is required, from time to time, to accept, convey and dedicate certain interests in real and personal property, including, but not limited to easements, plat dedications, deeds and bills of sale for infrastructure improvements (the "Permits and Conveyances"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chairman to approve and execute the Permits and Conveyances necessary to finalize the development of the District's capital improvement plan (the "Conveyance Authority"); and

WHEREAS, the Conveyance Authority shall be subject to the District Engineer and District Counsel agreeing that each such proposed Permit or Conveyance is legal, consistent with the District's improvement plan and necessary for the development of the Improvements; and

WHEREAS, the Board of Supervisors finds that granting to the Chairman the Conveyance Authority is in the best interests of the District so that the development of the

Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

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

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

SECTION 2. DELEGATION OF AUTHORITY. The Chairman of the District's Board of Supervisors is hereby authorized to sign, accept or execute Permits and Conveyances as defined above. The Vice Chairman, Secretary, and Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign any such Permits and Conveyances signed by the Chairman. Such authority shall be subject to the District Engineer and District Counsel's review and approval.

SECTION 3. 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 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 10th day of May, 2017.

ATTEST:

**CYPRESS PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman