

# **CYPRESS BLUFF**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**April 15, 2025**

**BOARD OF SUPERVISORS**

**REGULAR  
MEETING AGENDA**

**CYPRESS BLUFF**  
**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**  
**LETTER**

**Cypress Bluff Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

April 8, 2025

Board of Supervisors  
Cypress Bluff Community Development District

Dear Board Members:

The Board of Supervisors of the Cypress Bluff Community Development District will hold a Regular Meeting on April 15, 2025 at 1:30 p.m., at the Cooper Memorial Library, 2525 Oakley Seaver Dr., Clermont, Florida 34711. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consider Appointment of Chad Clevenger Fill Unexpired Term of Seat 3; *Term Expires November 2026*
  - Administration of Oath of Office (*the following to be provided under separate cover*)
    - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
    - B. Membership, Obligations and Responsibilities
    - C. Sample Form 1: Statement of Financial Interests/Instructions
    - D. Form 8B – Memorandum of Voting Conflict
4. Consideration of Resolution 2025-06, Electing and Removing Officers of the District and Providing for an Effective Date
5. Consideration of Resolution 2025-07, Approving an Assessment Methodology for Operation and Maintenance Special Assessments; Setting a Public Hearing; Addressing Publication; Addressing Severability; and Providing an Effective Date
6. Consideration of Resolution 2025-08, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
7. Acceptance of Unaudited Financial Statements as of February 28, 2025

**ATTENDEES:**

**Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.**

8. Approval of February 27, 2025 Regular Meeting Minutes

9. Staff Reports

A. District Counsel: *Kilinski / Van Wyk, PLLC*

B. District Engineer (Interim): *Poulos & Bennett LLC*

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: May 20, 2025 at 1:30 PM [Presentation of FY2026 Proposed Budget]

○ QUORUM CHECK

SEAT 1	STEPHEN McCONN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	YESENIA VELEZ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	CHAD CLEVINGER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	PAUL THOMAS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	CASEY DARE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

10. Board Members' Comments/Requests

11. Public Comments

12. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (904) 295-5714.

Sincerely,



Ernesto Torres  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 782 134 6157**



# **CYPRESS BLUFF**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **4**

**RESOLUTION 2025-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Cypress Bluff Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

**SECTION 1.** The following is elected as Officer of the District effective April 15, 2025:

\_\_\_\_\_ is elected Chair

\_\_\_\_\_ is elected Vice Chair

\_\_\_\_\_ is elected Assistant Secretary

\_\_\_\_\_ is elected Assistant Secretary

\_\_\_\_\_ is elected Assistant Secretary

**SECTION 2.** The following Officer shall be removed as Officer effective April 15, 2025:

\_\_\_\_\_

**SECTION 3.** The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell	Secretary
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Ernesto Torres Assistant Secretary

Craig Wrathell                      Treasurer

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Jeff Pinder                      Assistant Treasurer

**PASSED AND ADOPTED THIS 15TH DAY OF APRIL, 2025.**

ATTEST:

**CYPRESS BLUFF COMMUNITY  
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

# **CYPRESS BLUFF**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **5**

## RESOLUTION 2025-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT APPROVING AN ASSESSMENT METHODOLOGY FOR OPERATION AND MAINTENANCE SPECIAL ASSESSMENTS; SETTING A PUBLIC HEARING; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Cypress Bluff Community Development District ("**District**") is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, located entirely within the City of Groveland, Florida; and

**WHEREAS**, the District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, or construct certain improvements, including but not limited to: transportation facilities, utility facilities, recreational facilities, and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

**WHEREAS**, the Board of Supervisors (the "**Board**") of the District adopts an annual operations and maintenance budget ("**O&M Budget**") regarding the upcoming fiscal year's operations and services as set forth in each year's O&M Budget ("**District Services**"); and

**WHEREAS**, for the first time commencing in Fiscal Year 2026, beginning October 1, 2025 and ending September 30, 2026, the Board plans to impose, levy, and apportion annually recurring non-ad valorem special assessments across benefitted lands within the District to fund the O&M Budget and enable the District to undertake the District Services ("**O&M Assessments**"); and

**WHEREAS**, as set forth in the *Engineer's Report*, dated April 18, 2023, as supplemented by the *First Supplemental Engineer's Report Cypress Bluff (Assessment Area One Project)*, dated February 2025 (together, the "**Engineer's Report**"), attached hereto as **Exhibit A**, the District currently contains potential commercial development on approximately 3.652 acres of land, more or less, which land is not anticipated to benefit from the District's Capital Improvement Plan and maintenance thereof, as defined in the Engineer's Report, and as further set forth in the O&M Methodology, and such property will be responsible for delivery of its own infrastructure; and

**WHEREAS**, the District desires to adopt a methodology for properly apportioning the O&M Assessments among the specially benefitting land in a fair and reasonable manner, as set forth in the *Operations and Maintenance Special Assessment Methodology Report*, dated March 17, 2025, attached hereto as **Exhibit B** ("**O&M Methodology**"); and

**WHEREAS**, the Board hereby finds that it is fair and reasonable to apportion the special benefits conferred by the District Services as set forth in the O&M Methodology and desires to set the required public hearing thereon.

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

**1. AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

**2. O&M METHODOLOGY APPROVED.** The O&M Methodology, attached hereto as **Exhibit B**, is hereby approved as the basis for conducting a public hearing to adopt said O&M Methodology.

**3. SETTING A PUBLIC HEARING.** A public hearing on the O&M Methodology is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2025

HOUR: \_\_\_\_\_

LOCATION: Cooper Memorial Library  
2525 Oakley Seaver Dr.  
Clermont, Florida 34711

The purpose of the public hearing is to hear comment and objections to the O&M Methodology for District Services. Interested parties may appear at that hearing or submit their comments in writing prior to the hearing at the District Records Office, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**4. PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Lake County and to provide such other notice as may be required by law or desired in the best interests of the District.

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

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

**[SIGNATURES ON FOLLOWING PAGE]**

**PASSED AND ADOPTED THIS 15TH DAY OF APRIL, 2025.**

ATTEST:

**CYPRESS BLUFF COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:**     Engineer's Report  
**Exhibit B:**     O&M Methodology

**Exhibit A:** Engineer's Report



# Cypress Bluff Community Development District ENGINEER'S REPORT

**Prepared For**  
Board of Supervisors  
Cypress Bluff Community Development District

**Date**  
April 18, 2023



2602 East Livingston Street | Orlando, Florida 32803 | Tel: 407.487.2594 | [www.poulosandbennett.com](http://www.poulosandbennett.com)  
FBPE Certificate of Authorization No. 28567

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<i>Exhibit 10</i>	<i>Estimate of Probable Capital Improvement Costs</i>

## ***Section 1      Introduction***

### **1.1.   Background**

The Engineer's Report for Capital Improvements the "Report") for the Cypress Bluff Community Development District the "District") has been prepared to assist with financing and construction of the capital improvements contemplated to be constructed, acquired and/or installed within the District or outside of the District the "Capital Improvement Plan") pursuant to requirements of City of Groveland, Florida and as authorized by Chapter 190, Florida Statutes.

The "Capital Improvements" reflected in the Report represent the current Capital Improvement Plan for the District. Many of the necessary regulatory approvals have been obtained for the Development (hereinafter defined). The remaining permits necessary to complete the Development are expected to be obtained during the normal design and permitting processes. We are confident that the balance of the required permits are obtainable as needed. For reference, a permit matrix for the Development is included herein. The implementation of any improvements discussed in this plan requires final approval by many regulatory and permitting agencies as outlined in Section 2 below. This report, therefore, may be amended from time to time.

Cost estimates contained in this Report have been prepared based on the best available information at this time and the sources are stated in this Report. The actual costs of construction, final engineering design, planning, approvals and permitting may vary from the cost estimates presented.

### **1.2.   Location and General Description**

The Cypress Bluff property is located entirely within the City of Groveland, Florida, and covers approximately 156.36 acres of land. Exhibit 1 depicts the general location of the District. The site is generally located south of Simon Brown Road, east of Villa City Road and west of Lake Lucy. The District Boundary Map is shown on Exhibit 2. The metes and bounds description of the external boundary of the District is set forth in Exhibit 3.

### **1.3.   District Purpose and Scope**

The District was established for the purpose of financing, acquiring or constructing, maintaining and operating a portion of the public infrastructure necessary for community development within the District. The purpose of this Report is to provide a description of the public infrastructure improvements to be financed by the District. The District will finance, acquire and/or, construct, operate, and maintain certain public infrastructure improvements that are needed to serve the Development. A portion of the infrastructure improvements will be financed with the proceeds of bonds issued by the District.

The proposed public infrastructure improvements, as outlined herein, are necessary for the development of the District as required by the applicable independent unit of local government.

### **1.4.   Description of Land Use**

The lands within the District encompass approximately 156.36 acres as of the date of this Report. Based on the PD the development program for the property within the District allows for construction of 386 single family residential units. As of this Report writing, there are commercial tracts entitled for up to 45,000 square feet of commercial uses within the District; however, the landowner intends

to petition for a boundary amendment to remove the commercial uses from the District boundaries. After the boundary amendment, there is anticipated to be 152.63 acres within the District.

A breakdown on the lot sizes and front footage for the purpose of the Assessment Methodology) are included below. The approved land uses within the District include the following areas. Exhibits included herein provide details on land use locations and the development program.

Proposed Development	Approximate Area Acres
Private	55.9
Stormwater	8.6
Open Space	24.1
Roads	22.0
Wetlands Lakes	45.8
Total Acres	156.36

#### Lot Breakdown by Type

Unit Type	Number of Units
Live-Work units Treated as T/H	20
Townhomes	36
35' Wide Lots	84
60' Wide Lots	199
70' Wide Lots	47

#### Lot Sizes and Front Footage Measurements (for Assessment Methodology)

Front Footage by Type & Phase				
PHASE 1				
Lot Type	Lot Width (ft)	# of Lots	Total Lot Front Footage by Lot Type & Width (ft)	Percentage of Total Front Footage Width (ft)
Live-Work units (treated as T/H)	25	20	1,581.4	0.069
Attached Townhomes	25	30	2,568.6	0.112
Small Lots	35	68	5,599.4	0.244
Standard Lots	60	139	12,236.9	0.533
Large Lots	70	14	967.7	0.042
TOTAL			22,954.0	
PHASE 2				
Lot Type	Lot Width (ft)	# of Lots	Total Lot Front Footage by Lot Type & Width (ft)	Percentage of Total Front Footage Width (ft)
Live-Work units	25	0	0.0	0.000
Attached Townhomes	25	6	445.7	0.050
Small Lots	35	16	978.6	0.109
Standard Lots	60	60	5,113.7	0.571
Large Lots	70	33	2,423.9	0.270
			8,961.9	

Total				
Lot Type	Lot Width (ft)	# of Lots	Total Lot Front Footage by Lot Type & Width (ft)	Percentage of Total Front Footage Width (ft)
Live-Work units	25	20	1,581.4	0.050
Attached Townhomes	25	36	3,014.3	0.094
Small Lots	35	84	6,578.0	0.206
Standard Lots	60	199	17,350.6	0.544
Large Lots	70	47	3,391.6	0.106
TOTAL		386		

## **Section 2      Government Actions**

The following are the permitting agencies that will have jurisdiction for approval of construction within the District. Depending on the location and scope of each project design, the individual permits that need to be obtained will need to be evaluated; not all will necessarily apply to every sub-phase within the District.

### **Permitting Agencies      Permits Required**

1. City of Groveland
  - a. Site Plan Permit
  - b. Right-of-Way Permit
  - c. Tree Removal Permit
  - d. Site Development Plan
  - e. Final Plat
2. St. Johns River Water Management District SJRWMD
  - a. Environmental Resource Permit
    - i. Mass Grading/Master Stormwater Construction
    - ii. Final Engineering for Onsite Improvements
  - b. Water Use Permit (Dewatering)
    - i. Mass Grading/Master Storm
    - ii. Final Engineering for Onsite Improvements
3. City of Groveland
  - a. Final Engineering Construction Plans –Water, Sewer, and Reclaimed Water Distribution Systems
4. Florida Department of Environmental Protection (FDEP)
  - a. Water Distribution System
  - b. Sanitary Sewer Collection and Transmission System
  - c. National Pollutant Discharge Elimination System (NPDES)
5. Army Corp of Engineers
6. Florida Fish and Wildlife Conservation Commission (FWC)

## **Section 3      Infrastructure Benefit**

The District will fund, and in certain cases maintain and operate public infrastructure yielding two types of public benefits. These benefits include:

- District-specific public benefits

- Incidental general public benefits

The District-specific public benefits are provided by infrastructure improvements that serve all lands in the District. These public infrastructure improvements include construction of the master stormwater management system, the sanitary sewer, potable water, and reclaimed water mains, roadway network, offsite roadway and utility improvements, perimeter landscape and irrigation improvements within the District boundary, which make the property within the District developable and saleable. However, some incidental general public benefits include those benefits received by the general public who do not necessarily reside on land owned or within the District.

The proposed capital improvements identified in this Report are intended to provide specific benefit to the assessable real property within the boundaries of the District. As much of the property is currently undeveloped, the construction and maintenance of the proposed infrastructure improvements are necessary and will benefit the property for the intended use as a residential community. The District can construct, acquire, own, operate and/or maintain any or all of the proposed infrastructure set forth herein. The Developer or other party/parties will construct and fund the infrastructure not funded by the District (including but not limited to the private infrastructure required for development).

In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection. Water main connections will be made to the 12" water main at Villa City Road/CR 565 and the potential of interconnection to the adjacent Preserve at Sunrise Subdivision.

Wastewater improvements for the project will include an onsite 8" diameter gravity collection system, offsite and onsite 6" force main and onsite lift stations. The offsite force main connection will be made to the existing 12" force main at Villa City Road/CR 565.

Similarly, the reclaim water distribution system will be constructed to provide service for irrigation throughout the community and will consist of 8" reclaimed mains. Prior to the availability of a reclaimed main in Villa City Road/CR 565, the reclaim water will be provided via a jumper connection to the potable water main.

The potable water and reclaim water distribution systems and sanitary sewer system and lift station for all phases are anticipated to be completed by the District and then dedicated to the City of Groveland for ownership and maintenance.

#### **Section 4      Capital Improvement Plan**

The District capital improvements will connect and interact with the adjacent offsite roads, stormwater management systems, potable water, reclaimed water, and sewer systems. The proposed infrastructure improvements addressed by this Report include elements internal and external to the District. The elements include the master stormwater management and drainage systems, roadway

improvements, landscaping, street lighting, pavement markings and signage, as well as potable watermain, reclaimed watermain and sewer extensions required to provide utility service to the District. Detailed descriptions of the proposed capital improvements are provided in the following sections and Exhibits 4 through 9. Exhibit 10, details the Cost Opinion for the District's Capital Improvement Plan.

The Improvement Plan will be constructed and financed in logical segments and in one or more phases. The District anticipates one or more series of bonds to fund all or a portion of the Capital Improvement Plan.

## **Section 5      *Description of Capital Improvement Plan***

### ***5.1 Roadway Improvements***

As indicated above, the District will fund roadway construction internal to the District consisting of local roadways. Exhibit 4, Thoroughfare Types Plan, provides a graphic representation of the proposed improvements. All such local roadways will be open to the public and no entry gates are proposed.

### ***5.2 Stormwater Management***

As indicated above, the District will fund the construction of the master stormwater management system for the lands within the District. This system is made up of four 4) dry bottom detention stormwater treatment/attenuation ponds, control structures, spreader swales, inlets, manholes and storm pipes. The proposed ponds and outfall structures have been designed to provide water quality treatment and attenuation in accordance with City of Groveland and the St. Johns River Water Management District regulations. The stormwater management system has been designed to accommodate on-site runoff in addition to offsite flows which have historically entered the project site. Exhibit 5, Master Drainage Plan, provides graphical representations of the proposed stormwater management system.

The stormwater collection and outfall system are a combination of roadway curbs, curb inlets, pipe, control structures and open lakes designed to treat and attenuate stormwater runoff from District lands. The stormwater system within the project discharges to Lake Lucy. The stormwater system will be designed consistent with the criteria established by the SJRWMD and the City of Groveland for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, with the exception that should the City take ownership and maintenance of the Roadway Rights-of-Way, the City will own, operate and maintain the inlets and storm sewer systems within City right-of-way.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots.

### **5.3 100-Year Floodplain**

Pursuant to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) panels 12069C dated December 18, 2012, portions of the project site are located within the 100-year Flood Hazard Area (FHA), Zone A, associated with Lake Lucy. Exhibit 6, FEMA 100-Year Floodplain details the floodplain limits relative to the District boundaries.



The lack of additional FEMA FIA does not preclude of any Jurisdiction having permitting authority from requiring the establishment of Base Flood Elevations (BFE) nor to avoid measures resulting from any filled areas below the BFE which will require mitigation in the form of a volume-for-volume match between BFE impacts and compensating storage.

#### **5.4 Other Master Infrastructure**

##### **5.4.1 Primary Roadways**

The primary roadway improvements include approximately 21,600 linear feet of road and consist of the following Rights-of-Way widths: 80' Width Divided; 66' Street; 48' Primary Road; 40' Road; 32' Lane and 20' Alleys. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. All roads will be designed in accordance with City of Groveland standards. The roadways will define the major ingress and egress points throughout the Development as well as serve as the collector roads to support future residential development. The roadways will also serve as locations for the placement of utility infrastructure needed to serve the development of the project, see Exhibit 4.

All internal roadways may be financed by the District and are anticipated to be owned by the City of Groveland for ownership, operation, and maintenance. Alternatively, the developer may elect to finance the internal roads, gate them, and turn them over to a Homeowners Association ("HOA") for ownership, operation and maintenance in such an event, the District would be limited to financing only utilities, conservation/mitigation and stormwater improvements behind such gated areas).

In addition to the onsite roadway network, there are requirements to provide intersection improvements to Villa City Road/CR 565. Improvements include left turn lanes and right turn deceleration lanes at the primary entrance, Cypress Bluff Boulevard.

Last, there is a proposed unimproved access to an existing property home to the east. This access is being relocated to continue to provide access to the subject property. This access will not be funded, owned nor maintained by the District.

##### **5.4.2 Potable Water Distribution System**

The District will fund the construction of the water distribution system within the District and those portions required to connect to existing or proposed offsite facilities. The potable water system will be conveyed to, and owned and maintained by the City of Groveland once it has been certified complete. The main sizing within the District, sized to provide water to residents of the District, will be required to be designed and constructed based on the Master Utility Plan ("MUP"). Exhibit 7, provides a graphical representation of the water mains to be constructed within the District.

##### **5.4.3 Reclaimed Water Distribution System**

The District will fund the construction of the reclaimed water distribution system within the District and those portions required to connect to existing or proposed offsite facilities. The reclaimed water system will be conveyed to, and owned and maintained by the City of Groveland once it has been certified complete by the District. The main sizing within the District, sized to provide reclaimed water to the lot boundaries and common areas, will be required to be designed and constructed based

on the Master Utility Plan. Exhibit 7, provides a graphical representation of the proposed system within the District.

#### ***5.4.4 Wastewater System***

The District will fund the construction of the gravity sewer, force main, and lift station infrastructure within the District and those portions required to connect to existing or proposed offsite facilities. The wastewater system will be conveyed to, and owned and maintained by the City of Groveland once it has been certified complete by the District. The main sizing and lift stations within the District, sized to provide wastewater service to the residents of the District, will be required to be designed and constructed based on the Master Utility Plan. Exhibit 7 provides a graphical representation of the proposed wastewater system within the District.

#### ***5.4.5 Landscape & Hardscape***

The landscaping and irrigation of the primary roadways will provide the “first impression” of the Development. The District will fund and construct and/or install parks, landscape and hardscape construction and maintenance within District common areas which may include Rights-of-Way, perimeter landscape buffers, master signage, way finding signage, entry hardscape features, entry landscape, amenity area landscape and hardscape, pedestrian/multi-purpose trails, and street trees. The irrigation system will consist of pipe & fittings, various types of sprinkler systems and non-potable wells as allowed. All such landscaping, irrigation and hardscaping will be owned, maintained and funded by the District. Areas owned and Maintained by the Homeowners Association shall be the responsibility of the HOA. Agreements between the HOA and District may be consummated should both parties agree on a proper maintenance and budget. Such infrastructure, to the extent that it is located in rights-of-way owned by the City will be maintained pursuant to a right-of-way agreement to be entered into with the City. Additionally, The City has distinct design criteria requirements for planting and irrigation design. Therefore this project will at a minimum meet those requirements but in most cases exceed the requirements with enhancements for the benefit of the community.

#### ***5.4.6 Electrical Distribution and Street Lights***

Most, if not all, District constructed infrastructure will include underground electric and street lighting. The street lighting system will be constructed in cooperation with the City of Groveland, Sumter Electric and the Developer. The District will fund the cost to trench the underground installation only. Leasing and monthly service charges associated with the upgraded street lighting fixtures along roadways within the District are the responsibilities of others. Sumter Electric and the appropriate community entity will own and maintain the electric and street light infrastructure.

The District intends to enter into a lease through an agreement with Sumter Electric Cooperative for the installation, maintenance and use of the street lighting within the District. In which case the District would fund the streetlights through an annual operations and maintenance assessment. As such, streetlights are not included as part of the CIP.

The CIP does however include the undergrounding of electrical utility lines within right-of-way utility easements throughout the community. Any lines and transformers located in such areas would be owned by Sumter Electric Cooperative and not paid for by the District as part of the CIP.

#### ***5.4.7 Amenities***

The District intends to develop a residential amenity for the project, which is anticipated to include a pool and cabana.

#### ***5.4.8 Environmental Conservation/Mitigation***

There are no impacts of forested and herbaceous wetland and lake area impacts associated with the proper construction of the District's infrastructure. The District will be responsible for the design, permitting, construction, maintenance, and government reporting of the environmental mitigation. These costs are included within the CIP.

#### ***5.5 Professional and Inspection Fees***

Design, permitting and construction for the proposed District Capital Improvement Plan, professional services are required by various consultants. The consultants required are: civil engineer, geotechnical, planner, environmental, surveying, landscape architect and associated legal costs. During construction, the various permitting agencies will observe and inspect the project. Each of the agencies will charge an inspection fee to cover the costs associated with an inspector visiting the site to observe construction progress and confirm that the project is constructed in accordance with their respective approved plans, permits, rules, and regulations. The professional services and inspections fees are included as soft costs for the District Capital Improvement Plan.

## **Section 6 Ownership and Maintenance**

<u>District Infrastructure</u>	<u>Construction/Finance Entity</u>	<u>Ownership</u>	<u>Capital Financing <sup>(1)</sup></u>	<u>Maintenance</u>
<u>Master Stormwater Management System</u>	<u>District</u>	<u>District</u>	<u>District Bonds</u>	<u>District</u>
<u>Onsite Roadways Parking Areas (Asphalt, Curb Gutter, Sidewalk)</u>	<u>District</u>	<u>*City of Groveland</u>	<u>District Bonds</u>	<u>*City of Groveland</u>
<u>Offsite Roadway Improvements</u>	<u>District</u>	<u>Lake County (Roadways City of Groveland (Utilities</u>	<u>District Bonds</u>	<u>Lake County (Roadways City of Groveland (Utilities</u>
<u>Potable Water Distribution System</u>	<u>District</u>	<u>City of Groveland</u>	<u>District Bonds</u>	<u>City of Groveland</u>
<u>Sanitary Sewer System &amp; Lift Station</u>	<u>District</u>	<u>City of Groveland</u>	<u>District Bonds</u>	<u>City of Groveland</u>
<u>Reclaimed Water Distribution System</u>	<u>District</u>	<u>City of Groveland</u>	<u>District Bonds</u>	<u>City of Groveland</u>
<u>Parks, Landscaping, Irrigation and Entry Feature Signage Signage within Right-of-Way</u>	<u>District</u>	<u>District</u>	<u>District Bonds</u>	<u>District</u>
<u>Landscaping Walls within Easements</u>	<u>District</u>	<u>District</u>	<u>District Bonds</u>	<u>District</u>
<u>Amenity</u>	<u>District</u>	<u>District</u>	<u>District Bonds</u>	<u>District</u>
<u>Street Lighting/Electrical <sup>2</sup></u>	<u>District</u>	<u>Sumter Electric</u>	<u>District Bonds <sub>2</sub></u>	<u>Sumter Electric</u>

*\*Provided that for lanes and alleys that the City of Groveland will not accept ownership of, the CDD will own and operate*

### **Notes:**

1. *Costs not funded by bonds will be funded by the Developer.*
2. *The District shall enter into a lease with Sumter Electric Cooperative for the installation, maintenance and use of the street lighting within the Development. However, the underground conduit for the electrical lines will be installed by the District and the District will fund the differential cost of undergrounding the electric lines, which includes the conduit.*

## **Section 7 Roadway Rights-of-Way, Stormwater Management Ponds and Other Open Spaces**

Real property interests for lands within the District needed for construction, operation, and maintenance of District facilities will be conveyed and/or dedicated by the owner thereof to the District or other public entity and the costs associated therewith are not part of the CIP.

## ***Section 8 Estimate of Probable Capital Improvement Costs***

The “Estimate of Probable Capital Improvement Plan Costs” is provided in Exhibit 10. Design costs associated with the improvements herein before described have been estimated based on the best available information. Other soft costs include portions of the wetland/permit surveying, design and engineering for all of the described work, regulatory permitting and materials testing. Last, a reasonable project contingency estimate has been included utilizing rounding factors.

Please note that the costs are preliminary in nature and subject to change based on final engineering, permitting, and changes in construction cost due to market fluctuation.

### **PROBABLE CAPITAL IMPROVEMENT COSTS**

Facility	Costs <sup>1</sup>
Master Stormwater Management System	\$ 3,768,600.00
Onsite Roadway Improvements - Pavement	\$ 4,329,453.00
Offsite Roadway Improvements - Pavement	\$ 1,041,980.50
Potable Water Distribution System	\$ 2,153,815.00
Sanitary Sewer System including Lift Station	\$ 2,849,230.00
Reclaimed Water Distribution System	\$ 1,807,495.00
Landscaping, Walls Monuments	\$ 3,170,000.00
Amenities	\$ 700,000.00
Soft Costs – Engineering Surveying	\$ 450,000.00
<b>TOTAL</b>	<b>\$ 20,270,573.50</b>

*<sup>1</sup>Based on Southern Development & Construction, Inc. bid dated July 1, 2022, and includes only those items shown above; bid estimates above are subject to the specific notes included in the bid. It is our professional opinion that the costs set forth herein are reasonable and consistent with market pricing. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated District expenditures that may be incurred.*

## ***Section 9 Conclusions and Summary Opinion***

The Capital Improvement Plan as described is necessary for the functional development of the property within the District as required by the applicable local governmental agencies. The planning and design of the infrastructure will be in accordance with current governmental regulatory requirements. The public infrastructure as described in this Report will serve its intended function provided the construction is in substantial compliance with the future design and permits which will be required by the District. In addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on the proposed bonds, the District will levy and collect an annual "Operating and Maintenance" assessment to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District, for the purpose of defraying the cost and expenses of maintaining District-owned improvements.

The construction costs for the District's Capital Improvement Plan in this report are based on the concept plans for the District as currently proposed. In our professional opinion, and to the best of our knowledge and belief, the costs provided herein for the District are reasonable to complete the construction of the infrastructure improvements described herein. All of the proposed infrastructure Capital Improvement Plan costs are public improvements or community facilities as set forth in sections 190.012(1) and 2 of the Florida Statutes.

The summary of probable infrastructure construction costs is only an opinion and not a guaranteed maximum price. Historical costs, actual bids and information from other professionals or contractors have been used in the preparation of this report. The Contractor who contributed in providing the cost data included in this report are reputable entities with experience in Central Florida. It is therefore our opinion that the construction of the proposed District Capital Improvement Plan can be completed at the costs as stated.

The labor market, future costs of equipment and materials, increased regulatory actions and requirements, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this opinion. Further it is our opinion that:

- All of the improvements comprising the CIP are required by applicable development approvals;
- The CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course;
- The reasonably expected economic life of the CIP is anticipated to be at least 20+ years;
- The assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs; and

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances. The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on public easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the CIP, and that is not used as part of the CIP, such fill will only be placed on-site where the cost of doing so is less expensive than hauling such fill off-site.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure

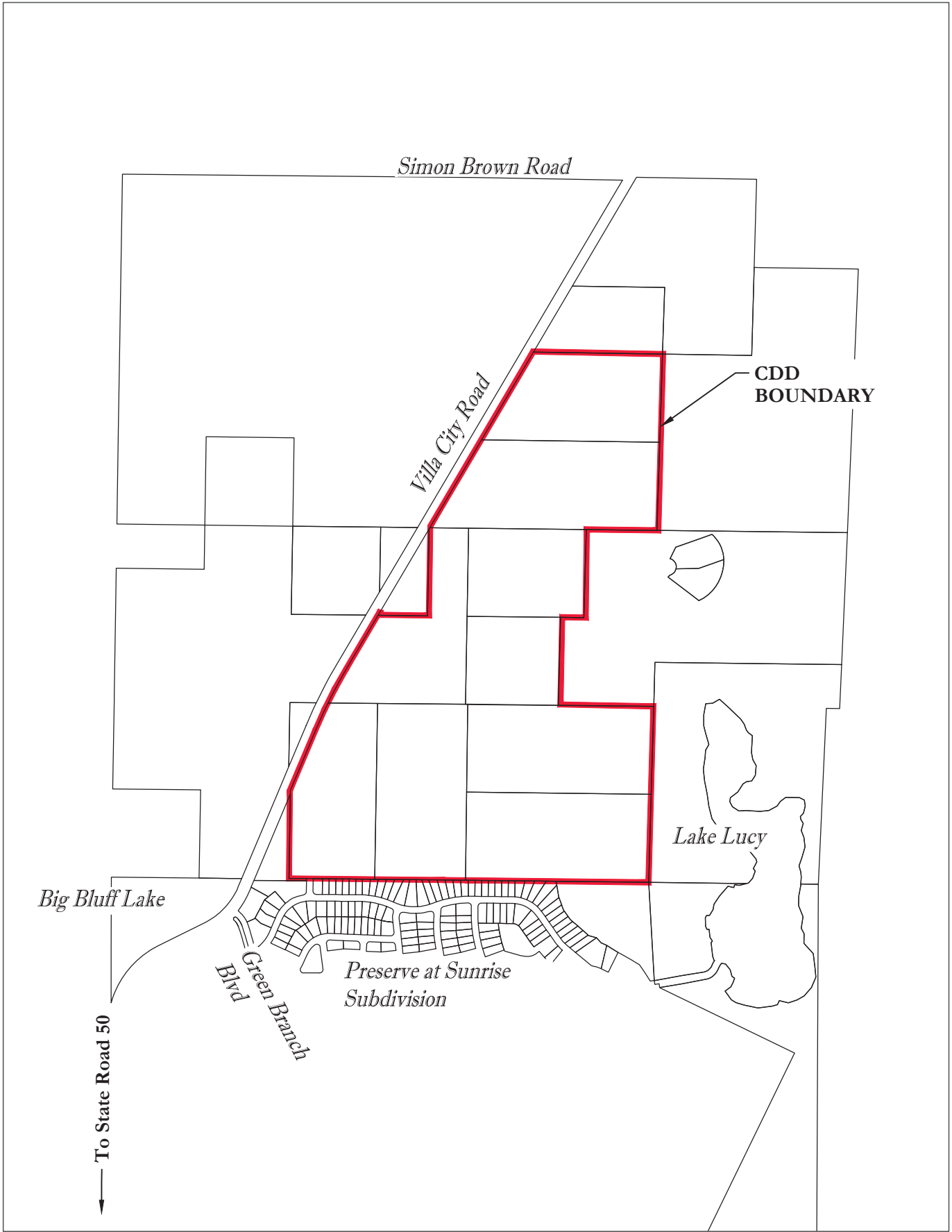
improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

**As District Engineer:**  
**Poulos & Bennett, LLC**

A handwritten signature in black ink, appearing to read "David M. Kelly". The signature is fluid and cursive, with the first name "David" being more prominent than the last name "Kelly".

---

David M. Kelly, PE, CFM  
State of Florida Professional Engineer No. 43325  
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT



**CDD  
BOUNDARY**

*Lake Lucy*

*Big Bluff Lake*

*Preserve at Sunrise  
Subdivision*

*Green Branch  
Blvd*

*To State Road 50*

Vicinity Map

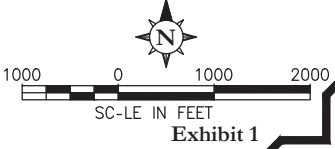
# Cypress Bluff CDD

August 2022  
P & B Job No.: 22-086

2602 E. Livingston St.  
Orlando, Florida 32803 - 407.487.2594

**POULOS & BENNETT**

www.poulosandbennett.com  
Certificate of Authorization No. 28567



**Exhibit 1**



LEGAL DESCRIPTION – OVERALL PROPERTY (PREPARED BY THIS FIRM):

A REPLAT OF TRACTS 45, 46, 53, 54, 59, AND 60, A PORTION OF TRACTS 35 AND 36 AND A PORTION OF THE UNNAMED PORTION OF GROVELAND FARMS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 10 AND 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A PORTION OF UNPLATTED LANDS LYING IN SECTION 1, TOWNSHIP 22 SOUTH, RANGE 24 EAST, CITY OF GROVELAND, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1, ALSO BEING A POINT ON THE EAST LINE OF TRACT A, RESERVE AT SUNRISE PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGES 76 THROUGH 79 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 00° 49' 47" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1, BEING THE EAST LINE OF SAID TRACT A OF SAID PRESERVE AT SUNRISE PHASE 2, FOR A DISTANCE OF 659.03 FEET TO THE EASTERLY RIGHT OF WAY LINE OF VILLA CITY ROAD (COUNTY ROAD 565) ACCORDING TO THE FLORIDA DEPARTMENT RIGHT-OF-WAY MAP SECTION 1160-150; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE RUN THE FOLLOWING COURSES: NORTH 22° 49' 18" EAST, FOR A DISTANCE OF 495.97 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 3779.83 FEET, WITH A CHORD BEARING OF NORTH 26° 41' 03" EAST, AND A CHORD DISTANCE OF 509.22 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07° 43' 29" FOR A DISTANCE OF 509.61 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 30° 32' 48" EAST, FOR A DISTANCE OF 511.09 FEET TO A POINT ON THE WEST LINE OF AFORESAID TRACT 36; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE RUN SOUTH 00° 48' 21" WEST ALONG SAID WEST LINE, FOR A DISTANCE OF 35.41 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 36; THENCE RUN SOUTH 89° 17' 32" EAST ALONG THE SOUTH LINE OF SAID TRACT 36, FOR A DISTANCE OF 364.09 FEET TO THE WEST LINE OF THE EAST 297.00 FEET OF SAID TRACT 36; THENCE RUN NORTH 00° 47' 20" EAST ALONG SAID WEST LINE, FOR A DISTANCE OF 661.50 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 36; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89° 17' 43" WEST ALONG SAID NORTH LINE, FOR A DISTANCE OF 5.84 FEET TO AFORESAID EASTERLY RIGHT-OF-WAY LINE OF VILLA CITY ROAD (COUNTY ROAD 565); THENCE DEPARTING SAID NORTH LINE RUN NORTH 30° 32' 48" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1526.02 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 1; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89° 12' 50" EAST ALONG SAID NORTH LINE, FOR A DISTANCE OF 866.79 FEET TO THE EAST LINE OF THE SOUTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE RUN SOUTH 00° 45' 07" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1322.39 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE RUN NORTH 89° 17' 51" WEST, ALONG THE SAID NORTH LINE, FOR A DISTANCE OF 495.83 FEET TO THE EAST LINE OF THE WEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE RUN SOUTH 00° 46' 14" WEST, ALONG SAID EAST LINE, FOR A DISTANCE OF 660.93 FEET TO THE SOUTH LINE OF THE WEST QUARTER OF THE

NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE DEPARTING SAID EAST LINE RUN NORTH 89°18' 44" WEST ALONG SAID SOUTH LINE, FOR A DISTANCE OF 165.32 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE RUN SOUTH 00° 46' 27" WEST, ALONG SAID EAST LINE, FOR A DISTANCE OF 660.98 FEET TO NORTHWEST CORNER OF SAID TRACT 54; THENCE RUN SOUTH 89° 20' 04" EAST, ALONG THE NORTH LINE OF SAID TRACT 54, FOR A DISTANCE OF 661.45 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 1 AND THE NORTHEAST CORNER OF SAID TRACT 54; THENCE RUN SOUTH 00° 44' 53" WEST, ALONG SAID EAST LINE, ALSO BEING THE EAST LINE OF SAID TRACT 54 AND TRACT 59, FOR A DISTANCE OF 1321.24 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 59 AND THE SOUTH LINE OF SAID SECTION 1, BEING THE NORTH LINE OF THE PRESERVE AT SUNRISE PHASE 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGES 1 THROUGH 6 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH AND NORTH LINES AND ALONG THE NORTH LINE OF SAID PRESERVE AT SUNRISE PHASE 2 RUN THE FOLLOWING COURSES: NORTH 89°19' 32" WEST, FOR A DISTANCE OF 1323.23 FEET; THENCE RUN NORTH 89° 23' 34" WEST, FOR A DISTANCE OF 1324.28 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

A PARCEL OF LAND BEING A PORTION OF TRACT 46, GROVELAND FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 10 THROUGH 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND LYING IN SECTION 1, TOWNSHIP 22 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S 89°17'20" E ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 337.74 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N 00°42'40" E FOR A DISTANCE OF 101.36 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 3769.83 FEET, A CHORD BEARING OF N 29°17'14" E, AND A CHORD DISTANCE OF 165.69 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°31'06" FOR A DISTANCE OF 165.70 FEET TO A POINT OF TANGENCY; THENCE RUN N 30°32'48" E FOR A DISTANCE OF 79.55 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING OF N 77°38'48" E, AND A CHORD DISTANCE OF 40.84 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°48'00" FOR A DISTANCE OF 44.92 FEET TO A POINT OF TANGENCY; THENCE RUN S 59°27'12" E FOR A DISTANCE OF 83.70 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 210.00 FEET, A CHORD BEARING OF S 64°30'57" E, AND A CHORD DISTANCE OF 37.06 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°07'30" FOR A DISTANCE OF 37.11 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 10.00 FEET, WITH A CHORD BEARING OF S 34°28'27" E, A CHORD DISTANCE OF 11.50 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°12'31"

FOR A DISTANCE OF 12.25 FEET TO A POINT OF TANGENCY; THENCE RUN S 00°37'48" W FOR A DISTANCE OF 253.03 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 382.00 FEET, WITH A CHORD BEARING OF S 74°12'22" W, AND A CHORD DISTANCE OF 72.01 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°49'01" FOR A DISTANCE OF 72.12 FEET TO A POINT OF NON TANGENCY; THENCE RUN N 59°27'12" W FOR A DISTANCE OF 233.81 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

A PARCEL OF LAND BEING A PORTION OF TRACTS 45 AND 46, GROVELAND FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 10 THROUGH 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND LYING IN SECTION 1, TOWNSHIP 22 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S 89°17'20" E ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 739.14 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N 00°42'40" E FOR A DISTANCE OF 328.72 FEET TO THE POINT OF BEGINNING; THENCE RUN N 89°22'12" W FOR A DISTANCE OF 39.98 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 180.00 FEET, A CHORD BEARING OF N 74°24'42" W AND A CHORD DISTANCE OF 92.92 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°55'00" FOR A DISTANCE OF 93.99 FEET TO A POINT OF TANGENCY; THENCE RUN N 59°27'12" W FOR A DISTANCE OF 89.38 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N 16°45'14" W, AND A CHORD DISTANCE OF 33.91 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°23'57" FOR A DISTANCE OF 37.26 FEET TO A NON-TANGENT LINE; THENCE RUN N 30°32'48" E FOR A DISTANCE OF 231.64 FEET; THENCE RUN S 89°18'59" E FOR A DISTANCE OF 406.83 FEET; THENCE RUN S 00°37'48" W FOR A DISTANCE OF 156.32 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF S 45°37'48" W, AND A CHORD DISTANCE OF 14.14 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY; THENCE RUN N 89°22'12" W FOR A DISTANCE OF 255.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET, A CHORD BEARING OF S 45°37'48" W, AND A CHORD DISTANCE OF 56.57 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 62.83 FEET TO A POINT OF TANGENCY; THENCE RUN S 00°37'48" W FOR A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 152.63 ACRES, MORE OR LESS.

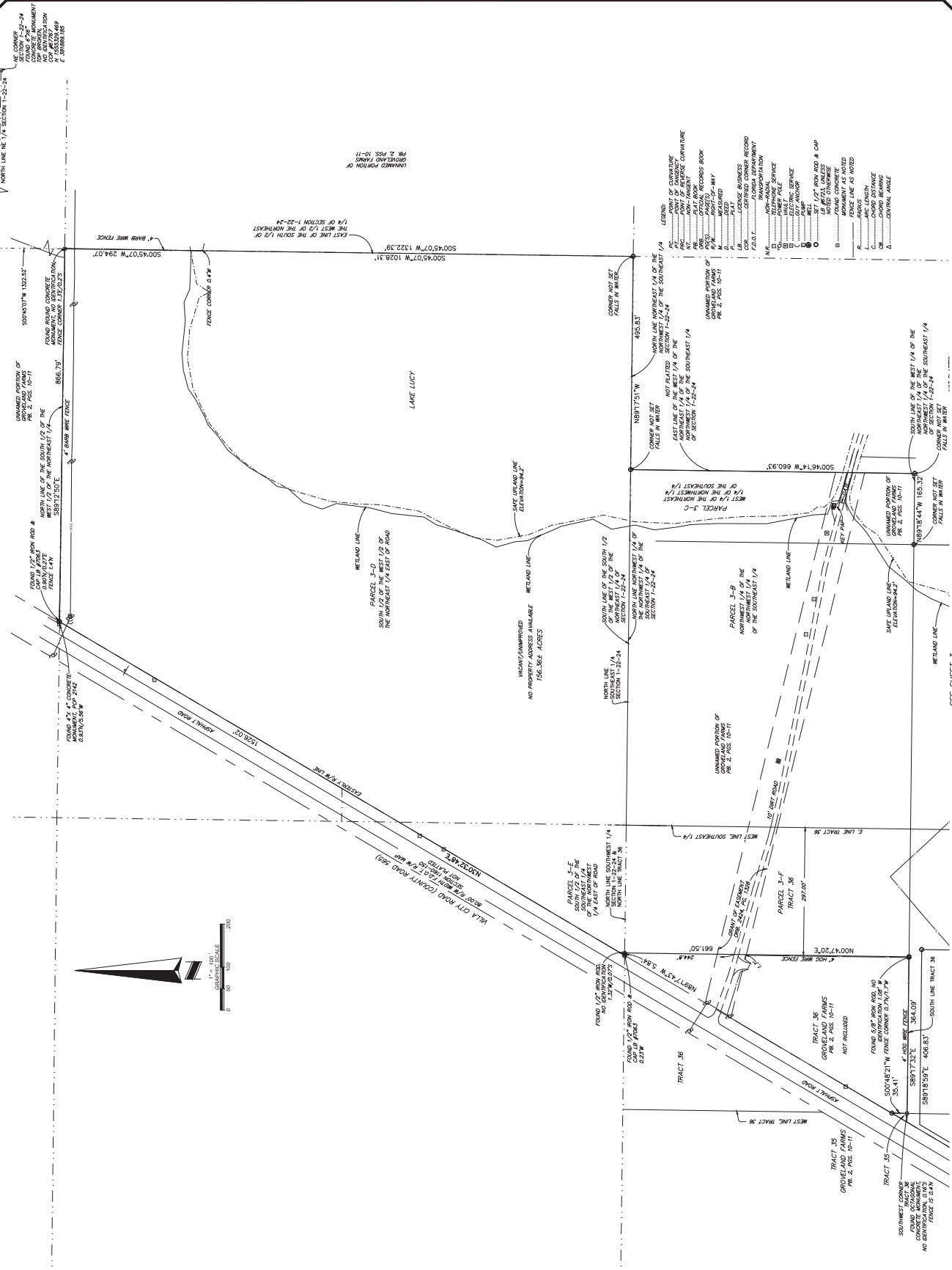




FOR:  
KB HOME ORLANDO, LLC

JOB # 20190701  
DATE: APRIL 25, 2023  
SCALE: 1"=100'  
CALC BY: JLR  
FIELD BY: SM  
DRAWN BY: SEJ  
CHECKED BY: JLR

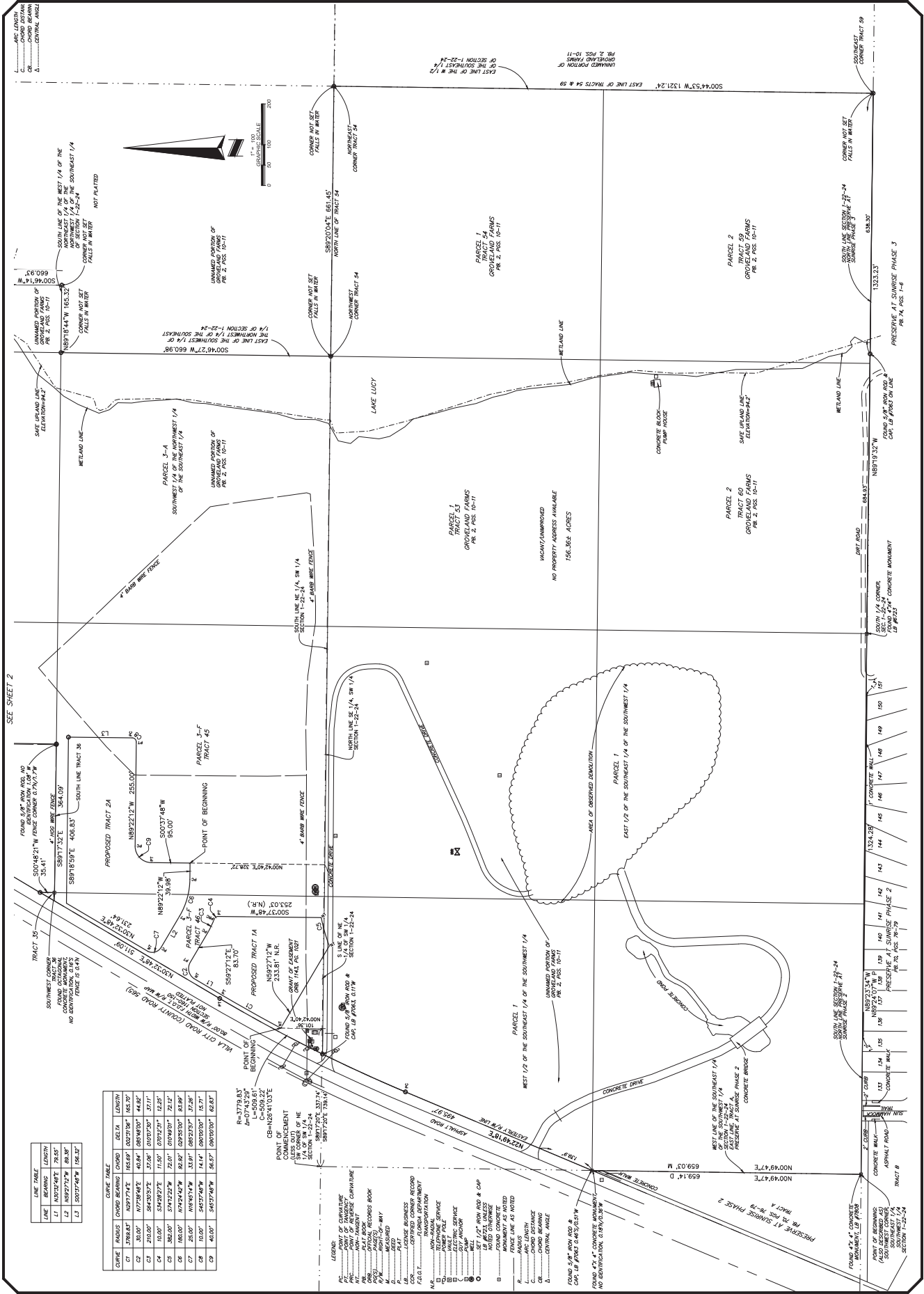
SHEET 2 OF 3



SEE SHEET 3









JOB #	20200201	DATE	APRIL 29, 2023	SHEET 3 OF 3
FOR:	KB HOME ORLANDO, LLC	CITY OF GROVELAND, LAKE COUNTY, FLORIDA	DATE	
REVISED BY:	JAN	DATE	APR 29, 2023	
DRAWN BY:	JAN	DATE	APR 29, 2023	
CHECKED BY:	JAN	DATE	APR 29, 2023	





# GENERAL LEGEND

-  CDD Boundary
-  Drainage Easement
-  Utility Easement
-  Conservation Buffer
-  Offsite Inflow or Discharge Location
-  Basin Boundary



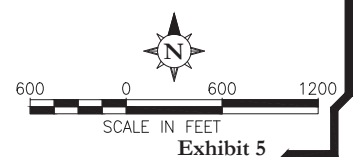
## Post-Development Drainage Map Cypress Bluff CDD

**POULOS & BENNETT**

August 2022  
P & B Job No.: 22-086

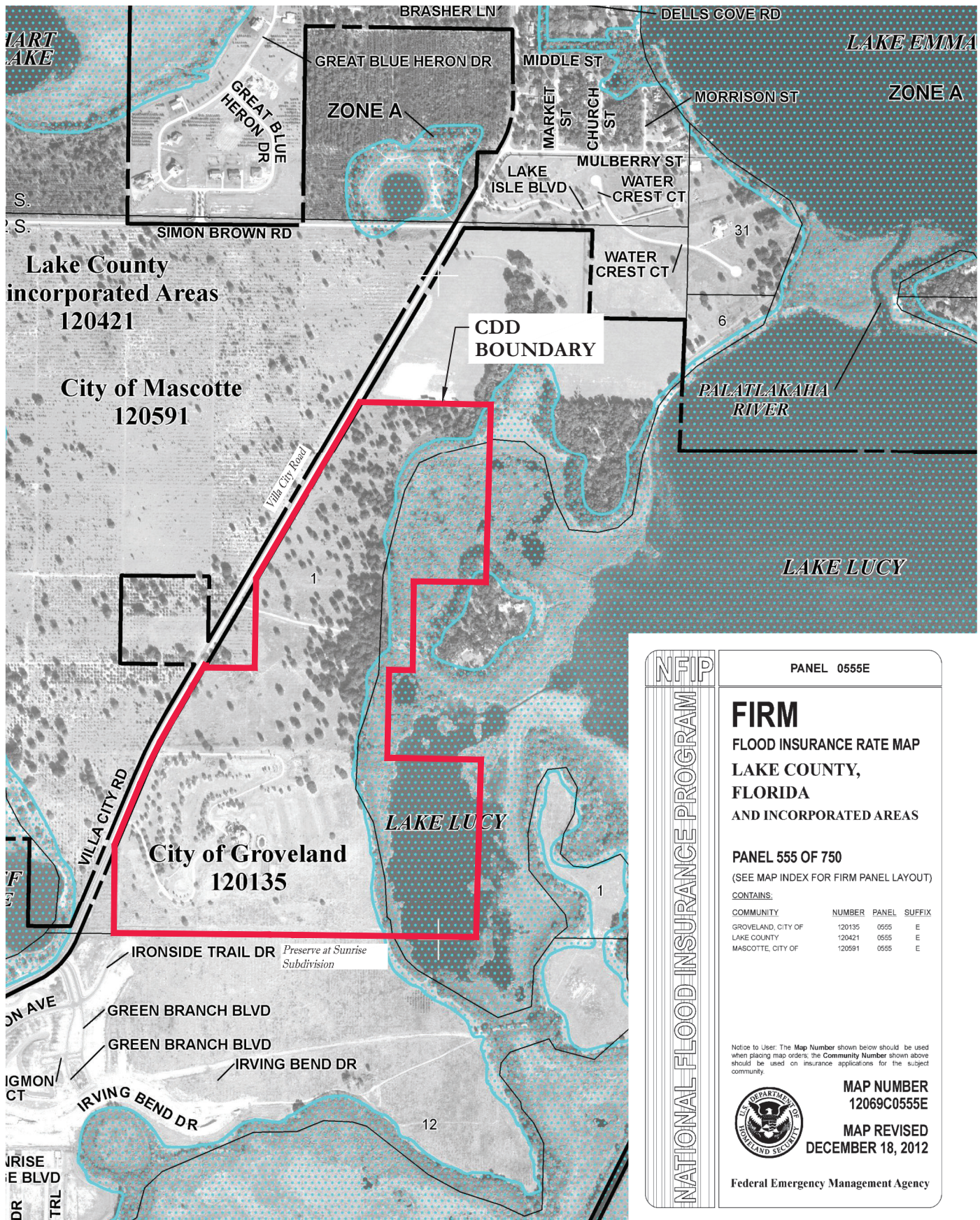
2602 E. Livingston St.  
Orlando, Florida 32803 - 407.487.2594

www.poulosandbennett.com  
Certificate of Authorization No. 28567



**Exhibit 5**





**NFP**  
**NATIONAL FLOOD INSURANCE PROGRAM**

**PANEL 0555E**

**FIRM**  
**FLOOD INSURANCE RATE MAP**  
**LAKE COUNTY,**  
**FLORIDA**  
**AND INCORPORATED AREAS**

**PANEL 555 OF 750**  
 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

**CONTAINS:**

COMMUNITY	NUMBER	PANEL	SUFFIX
GROVELAND, CITY OF	120135	0555	E
LAKE COUNTY	120421	0555	E
MASCOTTE, CITY OF	120591	0555	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

**MAP NUMBER**  
**12069C0555E**

**MAP REVISED**  
**DECEMBER 18, 2012**

**Federal Emergency Management Agency**

FEMA Map

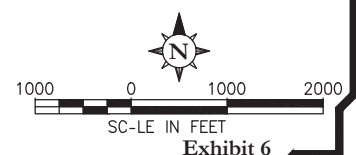
## Cypress Bluff CDD

**POULOS & BENNETT**

August 2022  
 P & B Job No.: 22-086

2602 E. Livingston St.  
 Orlando, Florida 32803 - 407.487.2594

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**Exhibit 6**





-  Groveland ISBA
-  Road Network
-  County Road
-  State Road
-  US Highway
-  Turnpike
-  Local Streets
-  Open Water
- Future Land Use**
-  Town
-  GS Town
-  Village
-  Hamlet
-  Established Neighborhood
-  Employment Center
-  GS Rural
-  Agriculture
-  Conservation

**CDD  
BOUNDARY  
FLU  
VILLAGE**

Future Land Use

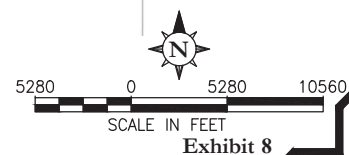
## Cypress Bluff CDD

**POULOS & BENNETT**

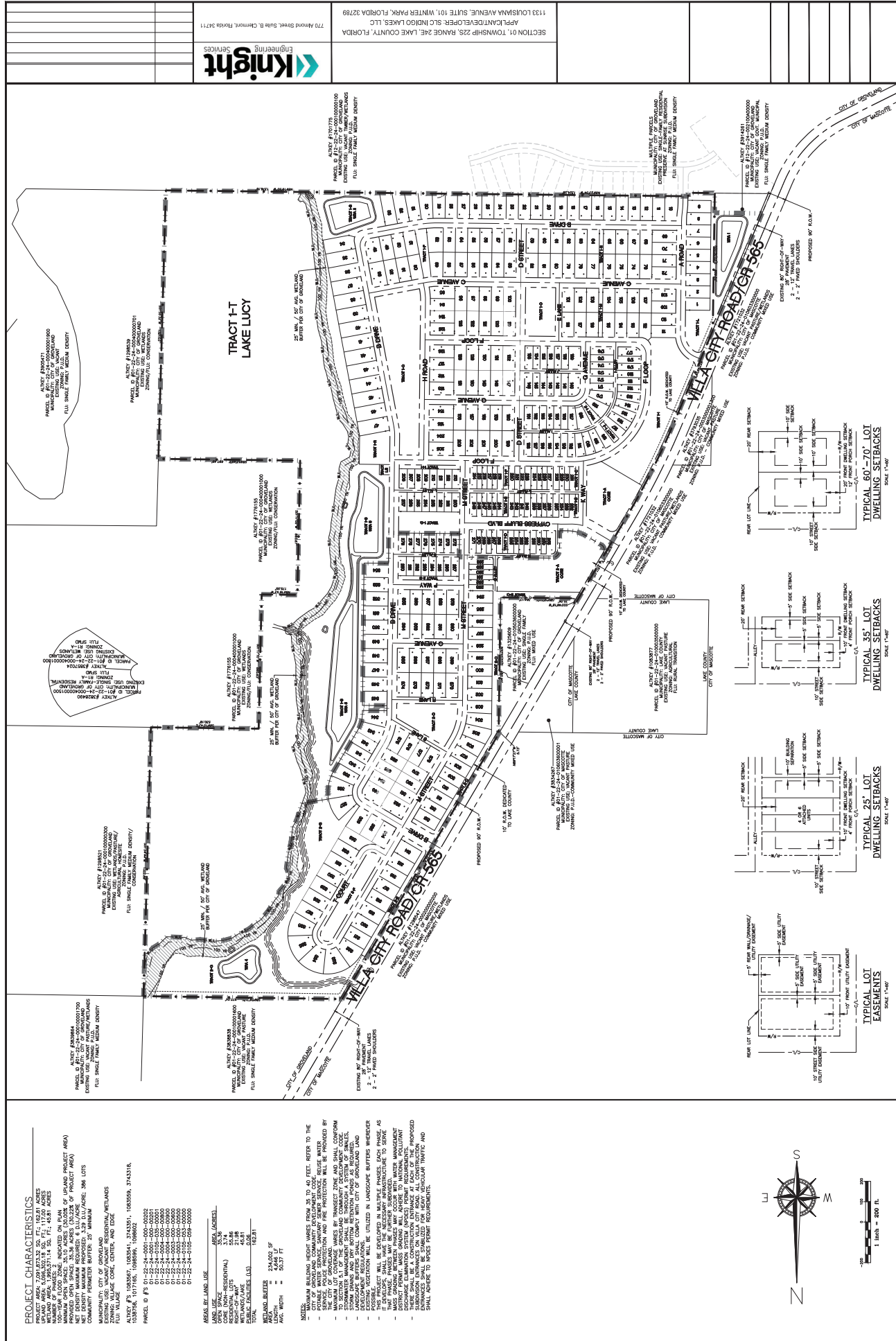
August 2022  
P & B Job No.: 22-086

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Certificate of Authorization No. 28567



**Exhibit 8**



## Exhibit 10





## Southern Development & Construction

2544 Connection Point

Oviedo, FL 32765

Contact: Kenny Bare

Phone: 407-221-2431

Fax:

Quote To:

Steve Feccia  
KB Home Orlando

Phone:

407-587-3404

Email:

smfeccia@kbhome.com

Job Name:

Cypress Bluff

Date of Plans:

May 20, 2022

Revision Date:

Proposal Date:

July 1, 2022

HCSS #22-099

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>PHASE 1</b>					
<b>PH 1 GENERAL CONDITIONS</b>					
10	MOBILIZATION	1.00	LS	77,303.00	77,303.00
20	CONSTRUCTION LAYOUT & AS-BUILTS	1.00	LS	195,000.00	195,000.00
	<b>TOTAL PH 1 GENERAL CONDITIONS</b>				<b>272,303.00</b>
<b>PH 1 SITE PREPARATION</b>					
45	SINGLE ROW SILT FENCE	8,080.00	LF	3.00	24,240.00
50	DOUBLE ROW SILT FENCE	4,470.00	LF	4.50	20,115.00
55	CONSTRUCTION ENTRANCE	2.00	EA	7,100.00	14,200.00
60	INLET PROTECTION	148.00	EA	160.00	23,680.00
65	EROSION CONTROL MAINTENANCE	1.00	LS	56,000.00	56,000.00
70	CLEAR & GRUB, BURN ON SITE	120.00	AC	3,925.00	471,000.00
75	REMOVE FLATWORK	59,900.00	SF	1.30	77,870.00
80	REMOVE WOODEN BRIDGE	1.00	LS	33,000.00	33,000.00
90	POND EXCAVATION & EMBANKMENT	35,500.00	CY	6.25	221,875.00
95	GRADE POND SLOPES	1.00	LS	32,000.00	32,000.00
100	SOD POND SLOPES (BAHIA)	42,000.00	SY	3.15	132,300.00
105	SEED & MULCH POND BOTTOM	13,350.00	SY	0.40	5,340.00
110	SITE EXCAVATION & EMBANKMENT	415,000.00	CY	5.00	2,075,000.00
115	EXPORT FILL	268,000.00	CY	1.50	402,000.00
120	RETAINING WALL GRADING	10,445.00	LF	15.50	161,897.50
125	RETAINING WALL	60,670.00	SF	25.00	1,516,750.00
130	RETAINING WALL RAILING	10,445.00	LF	100.00	1,044,500.00
135	LOT GRADING	271.00	EA	260.00	70,460.00
140	SIDEWALK GRADING	6,530.00	SY	7.00	45,710.00
145	R/W GRADING	1.00	LS	38,000.00	38,000.00
150	SEED & MULCH LOTS AND OPEN SPACE	431,440.00	SY	0.40	172,576.00
	<b>TOTAL PH 1 SITE PREPARATION</b>				<b>6,638,513.50</b>
<b>PH 1 SANITARY SEWER</b>					

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
205	8" SDR-35 PVC (4'-10')	6,825.00	LF	42.00	286,650.00
210	8" SDR-26 PVC (10'-20')	4,460.00	LF	52.00	231,920.00
215	4' DIA. MANHOLE	47.00	EA	11,000.00	517,000.00
225	6" PVC SINGLE SEWER SERVICE	63.00	EA	2,000.00	126,000.00
230	6" PVC DOUBLE SEWER SERVICE	104.00	EA	2,100.00	218,400.00
240	T.V. & AIR TEST SANITARY SEWER	11,175.00	LF	6.00	67,050.00
	<b>TOTAL PH 1 SANITARY SEWER</b>				<b>1,447,020.00</b>
	<b>PH 1 LIFT STATION AND FORCE MAIN</b>				
305	LIFT STATION-6' DIA WET WELL-31' DEEP-15HP PUMPS	1.00	EA	430,000.00	430,000.00
306	GENERATOR - 52 WEEK LEAD TIME	1.00	LS	140,000.00	140,000.00
307	LIFT STATION DEWATERING	1.00	LS	15,000.00	15,000.00
310	6" STONE/ FABRIC LIFT STATION YARD	1,280.00	SF	7.00	8,960.00
315	6" CONCRETE LIFT STATION DRIVEWAY	285.00	SF	20.00	5,700.00
320	6' VINYL FENCE	160.00	LF	60.00	9,600.00
325	LIFT STATION WATER SERVICE	1.00	EA	2,300.00	2,300.00
330	12"x6" TAPPING SLEEVE & VALVE	1.00	EA	7,900.00	7,900.00
335	6" PVC FORCE MAIN	1,515.00	LF	35.00	53,025.00
340	6" PLUG VALVE & BOX	2.00	EA	3,350.00	6,700.00
345	AIR RELEASE VALVE	1.00	EA	11,000.00	11,000.00
350	FITTINGS AND TESTING	1.00	LS	14,500.00	14,500.00
	<b>TOTAL PH 1 LIFT STATION AND FORCE MAIN</b>				<b>704,685.00</b>
	<b>PH 1 DRAINAGE</b>				
405	15" CL III RCP	6,620.00	LF	54.00	357,480.00
410	18" CL III RCP	2,200.00	LF	70.00	154,000.00
415	24" CL III RCP	2,885.00	LF	103.00	297,155.00
420	30" CL III RCP	1,175.00	LF	147.00	172,725.00
425	36" CL III RCP	980.00	LF	192.00	188,160.00
430	42" CL III RCP	670.00	LF	258.00	172,860.00
435	TYPE P5 CURB INLET	84.00	EA	6,825.00	573,300.00
440	TYPE J5 CURB INLET	5.00	EA	12,050.00	60,250.00
445	TYPE P6 CURB INLET	30.00	EA	7,600.00	228,000.00
450	TYPE J6 CURB INLET	4.00	EA	12,500.00	50,000.00
455	TYPE P STORM MANHOLE	16.00	EA	6,000.00	96,000.00
460	TYPE J STORM MANHOLE	7.00	EA	9,900.00	69,300.00
465	TYPE V INLET	18.00	EA	6,825.00	122,850.00
470	VALLEY GUTTER INLET	5.00	EA	11,000.00	55,000.00
475	TYPE E DBI CONTROL STRUCTURE	3.00	EA	13,000.00	39,000.00
480	18" U-ENDWALL W/ BAFFLE	3.00	EA	3,150.00	9,450.00
485	24" MITERED END SECTION	1.00	EA	3,800.00	3,800.00
490	30" MITERED END SECTION	1.00	EA	5,900.00	5,900.00
495	36" MITERED END SECTION	4.00	EA	7,000.00	28,000.00
500	42" MITERED END SECTION	2.00	EA	8,100.00	16,200.00
501	MES ENERGY DISSIPATOR	6.00	EA	2,500.00	15,000.00
505	RIP RAP	300.00	SF	23.00	6,900.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
510	CLEAN & TV DRAINAGE PIPING	14,465.00	LF	7.00	101,255.00
	<b>TOTAL PH 1 DRAINAGE</b>				<b>2,822,585.00</b>
	<b>PH 1 WATER DISTRIBUTION SYSTEM</b>				
605	12"x8" TAPPING SLEEVE & VALVE	1.00	EA	9,200.00	9,200.00
606	2" JUMPER ASSEMBLY	1.00	EA	3,200.00	3,200.00
610	WATER-REUSE JUMPER	1.00	EA	29,000.00	29,000.00
615	8" C-900 DR-18 PVC	13,215.00	LF	53.00	700,395.00
620	8" GATE VALVE & BOX	77.00	EA	2,950.00	227,150.00
625	2" BLOW OFF ASSEMBLY	4.00	EA	2,100.00	8,400.00
630	FIRE HYDRANT ASSEMBLY	16.00	EA	8,500.00	136,000.00
635	AIR RELEASE VALVE	4.00	EA	8,900.00	35,600.00
640	1" SINGLE WATER SERVICE	17.00	EA	1,200.00	20,400.00
645	1.5" DOUBLE WATER SERVICE	127.00	EA	1,700.00	215,900.00
650	FITTINGS AND TESTING	1.00	LS	79,500.00	79,500.00
	<b>TOTAL PH 1 WATER DISTRIBUTION SYSTEM</b>				<b>1,464,745.00</b>
	<b>PH 1 REUSE DISTRIBUTION SYSTEM</b>				
805	8" C-900 DR-18 PURPLE PVC	12,380.00	LF	53.00	656,140.00
810	8" GATE VALVE & BOX	70.00	EA	2,950.00	206,500.00
815	2" BLOW OFF ASSEMBLY	5.00	EA	2,100.00	10,500.00
820	AIR RELEASE VALVE	3.00	EA	8,900.00	26,700.00
825	1" SINGLE REUSE SERVICE	61.00	EA	1,200.00	73,200.00
830	1.5" DOUBLE REUSE SERVICE	110.00	EA	1,700.00	187,000.00
835	FITTINGS AND TESTING	1.00	LS	64,250.00	64,250.00
	<b>TOTAL PH 1 REUSE DISTRIBUTION SYSTEM</b>				<b>1,224,290.00</b>
	<b>PH 1 ON-SITE PAVEMENT</b>				
905	12" STABILIZED SUBGRADE	45,780.00	SY	7.50	343,350.00
910	24" TYPE "F" CURB & GUTTER	670.00	LF	29.00	19,430.00
915	24" MIAMI CURB & GUTTER	23,500.00	LF	23.00	540,500.00
920	16" TYPE "A" MEDIAN CURB	255.00	LF	28.00	7,140.00
925	8" LIME ROCK BASE	35,850.00	SY	20.00	717,000.00
930	1 1/2" SP 9.5 ASPHALT - ONE LIFT	35,790.00	SY	15.90	569,061.00
935	TYPE "D" TRENCH CURB	1,100.00	LF	21.50	23,650.00
936	12" RIBBON CURB	5,220.00	LF	18.00	93,960.00
940	4" CONCRETE SIDEWALK - NON REINFORCED	58,750.00	SF	8.00	470,000.00
945	SIDEWALK RAMP	96.00	EA	1,300.00	124,800.00
947	PRIVATE DRIVE 6" CONCRETE	1,670.00	SY	100.00	167,000.00
950	2' SOD (BAHIA) BACK OF CURB	5,375.00	SY	3.15	16,931.25
955	STRIPING & SIGNS	1.00	LS	56,000.00	56,000.00
960	WHEEL STOP	9.00	EA	95.00	855.00
	<b>TOTAL PH 1 ON-SITE PAVEMENT</b>				<b>3,149,677.25</b>
	<b>PH 1 OFF-SITE PAVEMENT</b>				
1005	MAINTENANCE OF TRAFFIC	1.00	LS	16,000.00	16,000.00
1010	SINGLE ROW SILT FENCE	1,610.00	LF	3.00	4,830.00
1015	REMOVE ASPHALT	920.00	SY	18.00	16,560.00



ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1020	18" CL III RCP	95.00	LF	79.00	7,505.00
1025	18" MITERED END SECTION	2.00	EA	3,200.00	6,400.00
1030	12" STABILIZED SUBGRADE	2,570.00	SY	20.00	51,400.00
1035	10" LIMEROCK BASE	1,350.00	SY	35.00	47,250.00
1037	MILL EXISTING PAVEMENT 1"	3,395.00	SY	2.75	9,336.25
1040	1/2" LEVELING COURSE	3,395.00	SY	10.00	33,950.00
1045	2" SP 12.5 ASPHALT	1,350.00	SY	23.50	31,725.00
1050	2 1/2" SP 12.5 ASPHALT	4,745.00	SY	26.25	124,556.25
1055	1" FRICTION COURSE	4,745.00	SY	14.60	69,277.00
1060	4" CONCRETE SIDEWALK - NON REINFORCED	7,225.00	SF	8.00	57,800.00
1065	STRIPING & SIGNS	1.00	LS	15,300.00	15,300.00
1070	GRADE & SOD (BAHIA) DISTURBED R/W	1.00	LS	31,400.00	31,400.00
	<b>TOTAL PH 1 OFF-SITE PAVEMENT</b>				<b>523,289.50</b>
	<b>TOTAL PHASE 1</b>				<b>18,247,108.25</b>

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<b>PHASE 2</b>				
	<b>PH 2 GENERAL CONDITIONS</b>				
2010	MOBILIZATION	1.00	LS	79,000.00	79,000.00
2020	CONSTRUCTION LAYOUT & AS-BUILTS	1.00	LS	90,000.00	90,000.00
	<b>TOTAL PH 2 GENERAL CONDITIONS</b>				<b>169,000.00</b>
	<b>PH 2 SITE PREPARATIONS</b>				
2045	SINGLE ROW SILT FENCE	7,000.00	LF	3.00	21,000.00
2050	CONSTRUCTION ENTRANCE	1.00	EA	7,100.00	7,100.00
2055	INLET PROTECTION	61.00	EA	160.00	9,760.00
2060	EROSION CONTROL MAINTENANCE	1.00	LS	28,000.00	28,000.00
2065	DISK SITE	40.00	AC	600.00	24,000.00
2070	LOT GRADING	115.00	EA	368.00	42,320.00
2075	SIDEWALK GRADING	2,110.00	SY	7.00	14,770.00
2080	R/W GRADING	1.00	LS	18,000.00	18,000.00
2085	SEED & MULCH LOTS AND OPEN SPACE	139,150.00	SY	0.40	55,660.00
	<b>TOTAL PH 2 SITE PREPARATIONS</b>				<b>220,610.00</b>
	<b>PH 2 SANITARY SEWER</b>				
2203	CONNECT TO EXISTING MANHOLE	2.00	EA	3,800.00	7,600.00
2205	8" SDR-35 PVC (4'-10')	2,630.00	LF	41.50	109,145.00
2210	8" SDR-26 PVC (10'-20')	2,640.00	LF	54.00	142,560.00
2215	4' DIA. MANHOLE	24.00	EA	11,000.00	264,000.00
2225	6" PVC SINGLE SEWER SERVICE	23.00	EA	2,000.00	46,000.00
2230	6" PVC DOUBLE SEWER SERVICE	46.00	EA	2,100.00	96,600.00
2235	T.V. & AIR TEST SANITARY SEWER	5,270.00	LF	6.00	31,620.00
	<b>TOTAL PH 2 SANITARY SEWER</b>				<b>697,525.00</b>
	<b>PH 2 DRAINAGE</b>				
2405	CONNECT TO PHASE 1 STRUCTURE	5.00	EA	5,600.00	28,000.00
2410	15" CL III RCP	3,510.00	LF	54.00	189,540.00
2415	18" CL III RCP	895.00	LF	70.00	62,650.00
2420	24" CL III RCP	830.00	LF	103.00	85,490.00
2425	30" CL III RCP	255.00	LF	161.00	41,055.00
2430	TYPE P5 CURB INLET	38.00	EA	6,600.00	250,800.00
2435	TYPE J5 CURB INLET	3.00	EA	12,000.00	36,000.00
2440	TYPE P6 CURB INLET	10.00	EA	7,600.00	76,000.00
2445	TYPE J6 CURB INLET	2.00	EA	12,000.00	24,000.00
2450	TYPE P STORM MANHOLE	7.00	EA	6,200.00	43,400.00
2455	TYPE V INLET	7.00	EA	7,200.00	50,400.00
2460	TYPE C DBI CONTROL STRUCTURE	1.00	EA	11,000.00	11,000.00
2465	18" U-ENDWALL W/ BAFFLE	1.00	EA	3,150.00	3,150.00
2470	24" MITERED END SECTION	1.00	EA	3,800.00	3,800.00
2475	RIP RAP	100.00	SF	23.00	2,300.00
2480	CLEAN & TV DRAINAGE PIPING	5,490.00	LF	7.00	38,430.00
	<b>TOTAL PH 2 DRAINAGE</b>				<b>946,015.00</b>
	<b>PH 2 WATER DISTRIBUTION SYSTEM</b>				
2605	CONNECT TO EXISTING STUB	3.00	EA	1,700.00	5,100.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2610	12"x8" TAPPING SLEEVE & VALVE	1.00	EA	9,200.00	9,200.00
2611	2" JUMPER ASSEMBLY	1.00	EA	3,200.00	3,200.00
2615	8" C-900 DR-18 PVC	6,540.00	LF	53.00	346,620.00
2620	8" GATE VALVE & BOX	39.00	EA	2,950.00	115,050.00
2625	FIRE HYDRANT ASSEMBLY	6.00	EA	8,500.00	51,000.00
2630	AIR RELEASE VALVE	1.00	EA	8,900.00	8,900.00
2635	1" SINGLE WATER SERVICE	5.00	EA	1,200.00	6,000.00
2640	1.5" DOUBLE WATER SERVICE	55.00	EA	1,700.00	93,500.00
2645	FITTINGS AND TESTING	1.00	LS	50,500.00	50,500.00
	<b>TOTAL PH 2 WATER DISTRIBUTION SYSTEM</b>				<b>689,070.00</b>
	<b>PH 2 REUSE DISTRIBUTION SYSTEM</b>				
2805	CONNECT TO EXISTING STUB	2.00	EA	1,700.00	3,400.00
2810	8" C-900 DR-18 PURPLE PVC	5,785.00	LF	53.00	306,605.00
2815	8" GATE VALVE & BOX	38.00	EA	2,950.00	112,100.00
2820	AIR RELEASE VALVE	1.00	EA	8,900.00	8,900.00
2825	1" SINGLE REUSE SERVICE	22.00	EA	1,200.00	26,400.00
2830	1.5" DOUBLE REUSE SERVICE	49.00	EA	1,700.00	83,300.00
2835	FITTINGS AND TESTING	1.00	LS	42,500.00	42,500.00
	<b>TOTAL PH 2 REUSE DISTRIBUTION SYSTEM</b>				<b>583,205.00</b>
	<b>PH 2 ON-SITE PAVEMENT</b>				
2905	12" STABILIZED SUBGRADE	18,625.00	SY	7.75	144,343.75
2910	24" TYPE "F" CURB & GUTTER	285.00	LF	29.00	8,265.00
2915	24" MIAMI CURB & GUTTER	9,635.00	LF	23.00	221,605.00
2920	16" TYPE "A" MEDIAN CURB	285.00	LF	28.00	7,980.00
2925	8" LIME ROCK BASE	14,650.00	SY	20.00	293,000.00
2930	1 1/2" SP 9.5 ASPHALT - ONE LIFT	14,625.00	SY	16.25	237,656.25
2935	TYPE "D" TRENCH CURB	400.00	LF	22.50	9,000.00
2940	12" RIBBON CURB	1,710.00	LF	18.00	30,780.00
2945	4" CONCRETE SIDEWALK - NON REINFORCED	18,950.00	SF	8.00	151,600.00
2950	SIDEWALK RAMP	32.00	EA	1,300.00	41,600.00
2955	2' SOD (BAHIA) BACK OF CURB	2,205.00	SY	3.15	6,945.75
2960	STRIPING & SIGNS	1.00	LS	27,000.00	27,000.00
	<b>TOTAL PH 2 ON-SITE PAVEMENT</b>				<b>1,179,775.75</b>
	<b>PH 2 OFF-SITE PAVEMENT</b>				
3005	MAINTENANCE OF TRAFFIC	1.00	LS	16,000.00	16,000.00
3010	REMOVE ASPHALT	520.00	SY	18.00	9,360.00
3015	SINGLE ROW SILT FENCE	1,180.00	LF	3.00	3,540.00
3020	12" STABILIZED SUBGRADE	2,705.00	SY	20.00	54,100.00
3025	10" LIMEROCK BASE	1,540.00	SY	35.00	53,900.00
3027	MILL EXISTING PAVEMENT 1"	3,370.00	SY	2.75	9,267.50
3030	1/2" LEVELING COURSE	3,370.00	SY	10.00	33,700.00
3035	2" SP 12.5 ASPHALT	1,540.00	SY	23.50	36,190.00
3040	2 1/2" SP 12.5 ASPHALT	4,910.00	SY	26.25	128,887.50
3045	1" FRICTION COURSE	4,910.00	SY	14.60	71,686.00
3050	4" CONCRETE SIDEWALK - NON REINFORCED	7,470.00	SF	8.00	59,760.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3055	STRIPING & SIGNS	1.00	LS	15,000.00	15,000.00
3060	GRADE & SOD (BAHIA) DISTURBED R/W	1.00	LS	27,300.00	27,300.00
	<b>TOTAL PH 2 OFF-SITE PAVEMENT</b>				<b>518,691.00</b>
	<b>TOTAL PHASE 2</b>				<b>5,003,891.75</b>

**GRAND TOTAL**

**23,251,000.00**

**NOTES:**

**PROJECT SPECIFIC NOTES**

1. This proposal is based on current market prices (Off Road Diesel @ \$5.25/gal) & subject to pricing revisions.
2. Final pricing of Trucking will be determined at time of shipment.
3. Fire lines/services are not included.

**GENERAL CONDITIONS/ CONTRACT**

1. This proposal is based on the following Plans:  
Titled: Cypress Bluff  
Prepared By: Knight Engineering Services  
Dated: May 20, 2022

This proposal is based on the above referenced Civil drawings only. Work and/or details shown in other drawings/specifications is not included in this proposal.

2. This proposal is based on the following Soils Report:  
Prepared By: Universal Engineering Sciences, Inc.  
Dated: November 5, 2021
3. This proposal and notes shall become an attachment to the contract.
4. Unless provided for otherwise in this proposal, this proposal is valid for 20 days from the date of the proposal. If a contract or other agreement is not executed within 20 days, then this proposal is subject to be reviewed for adjustment.
5. This work is based on a completion date by June 2023, or an agreed project schedule as an attachment to the contract jointly prepared by Owner and SDC.
6. Project is based on one (2) site work mobilization(s) - Mobilization payment shall be in full at month 2 billing.
  - A. 50% of the Mobilization Payment is due in the first billing cycle.
  - B. Remainder of the Mobilization Payment is due in the 2nd billing cycle.
7. This proposal is furnished as a complete scope of work as defined above and shall be contracted to SDC in its entirety. Individual line items cannot be removed unless specific changes are approved by SDC.
8. Work is to be completed during normal business hours Mon-Fri (7AM -5PM). Night work is excluded.
9. SDC must have 2 weeks advanced notice in order to better assure timely scheduling of the work required for the project.
10. This proposal does not include Payment and Performance and/or Road Crossing(s) Bonds; if Payment and Performance Bond required, add 1.5% to the contract price. Minimum cost is \$ 500.00.
11. Cost of density testing is not included.
12. Testing and/or inspections, shall be conducted by others and is not included in this proposal.
13. Cost of permits other than those listed below is excluded. Any other permits in which SDC obtains will be reimbursed by the Owner/Developer.
  - A. Notice of Intent (NOI) for the National Pollution Discharge Elimination System (NPDES) while SDC is on site.
  - B. Deleted
14. Decorative/ Retaining walls, Fences, Landscaping, Irrigation, Dumpsters & Enclosures, Decorative Paving/ Pavers and Hardscape is excluded unless otherwise noted.
15. Prior to mobilization, site survey control, design CAD files and matching PDF plans shall be provided to SDC.
16. Horizontal survey control shall consist of a minimum of three (3) site control points including description of points, northings, eastings and horizontal datum. Vertical control shall consist of a minimum of two (2) site benchmarks including descriptions, elevations and vertical datum. The preferred Software of CAD files is AutoCAD Civil 3D. The preferred file transfer method of CAD files is E-Transmit.
17. For Bonded projects: Retainage will not be held until 75% of the current contract amount is completed. Retainage (10%) may be held for the value of the work exceeding 75% of the current contract amount. All remaining retainage to be released upon acceptance by governing municipality.
18. For Non-Bonded projects: Retainage (10%) may be held until 50% of the contract is billed. Upon completion of 51% of

the project, retainage shall be reduced to 5%. Upon installation of the 1st lift of Asphalt, retainage shall be reduced to 2.5%. All remaining retainage to be released upon acceptance by governing municipality.

19. This proposal does not include any provisions for participating in either Owner Controlled Insurance Programs (OCIP) or Contractor Controlled Insurance Programs (CCIP) or any other insurance program furnished by others.

20. Draw down of retention ponds for inspection is not included.

#### CLEARING/ EARTHWORK/ GRADING

1. All debris shall be burned on site in open piles during clearing & grubbing as allowed by the Division of Forestry.
2. Site prep shall be by disking only.
3. Removal of debris such as tires, vehicles, refrigerators, etc. is excluded unless otherwise noted and quantified.
4. All excess earth materials generated by the construction of SDC's scope shall become the property of SDC unless otherwise agreed to with the Owner/Developer.
5. Handling and/or unsuitable soils disposal is excluded unless noted in the schedule of values.
6. Handling and/or removal of contaminated soils is not included.
7. Undercutting of soils is excluded unless noted in the schedule of values.
8. Any handling or removal of materials generated by others will require a Change Order to dispose and/or relocate these materials.
9. Excludes relocation or removal of existing utilities unless specified. They may include any of the following:
  - A. Gas services or gas mains
  - B. Phone lines, Cable, Fiber optic lines or systems, Any other telecom facility
  - C. Power - distribution or transmission line (above or underground)
  - D. Water mains/Services, Reclaimed water mains/services, Irrigation
10. Ground water sampling and/or treatment for contaminants is excluded.
11. Removal of any transite pipe by others.
12. Removal of invasive plant species by others.
13. Gopher tortoise surveys and relocation cost is excluded.
14. Any mitigation cost is excluded.
15. Capping and/or grouting of wells is excluded unless specified.
16. Dewatering discharge is assumed to be permitted off-site.
17. Building Pads and/or Lot House Pads to be left 6" below finish floor elevation. Termite treatment by others.
18. Final grading to be +/- 0.1' one time only.
19. Lot and/or site sodding is excluded.

#### SANITARY SEWER

1. Utility material pricing is extremely volatile. Final pricing of material will be determined at time of shipment.
2. Dewatering discharge is assumed to be permitted off-site.
3. T.V./ Air testing of Gravity Sewer is included for one (1) time. Testing of laterals/ services is not included. Additional cleaning may be performed @ \$5.00/LF.
4. Sewer services to be provided to lot corners or within 5' of building pads as applicable. Connection by others.

#### LIFT STATION/ FORCE MAIN

1. Power to lift station site by others.
2. This proposal does not include AMI Tower, Telemetry, Odor Control and/or Backup Generator/Pump(s).
3. Lift Station Site perimeter chain link fence is included. Any other screen wall, landscaping, etc. is not included.
4. Dewatering discharge is assumed to be permitted off-site.

#### DRAINAGE

1. Utility material pricing is extremely volatile. Final pricing of material will be determined at time of shipment.
2. Dewatering discharge is assumed to be permitted off-site.
3. Video & Cleaning of storm drainage included is for one (1) time. Additional medium (< 20%) cleaning may be performed @ \$ 10.00/LF (15" to 42") not including plug and dewatering.
4. Roof drains/connections are not included.

#### WATER/ REUSE DISTRIBUTION SYSTEM

1. Utility material pricing is extremely volatile. Final pricing of material will be determined at time of shipment.
2. The cost of meters is excluded unless otherwise noted.
3. Services to be provided to lot corners or within 5' of building pads as applicable. Connection by others.

## PAVEMENT

1. Project includes four (4) asphalt mobilizations. Additional mobilizations are \$ 5,000/each.
2. Asphalt to be installed in one lift unless otherwise noted.
3. Repair of trenches by others (electrical, irrigation, etc.) is excluded.
4. Utility and irrigation sleeving is excluded unless otherwise noted.
5. Temporary striping and/or striping on first lift of asphalt is not included.
6. "Light" Sweeping prior to the final lift of asphalt includes a broom tractor only. Cost for additional cleaning will be billed time & materials.
7. Flatwork finishes shall be broom finish without any sealant and or caulking.
8. Asphalt pricing is based on the use of the maximum allowable RAP (Recycled Asphalt Product) in the production of the hot mix asphalt, as per the current FDOT standards, unless the item is noted otherwise.
9. Liquid asphalt and aggregate pricing can be volatile. Increases of 5% or more will allow unit price adjustments in accordance with the liquid asphalt pricing index provided by FDOT.

**FIRST SUPPLEMENTAL ENGINEER'S REPORT**

**CYPRESS BLUFF**

**(ASSESSMENT AREA ONE PROJECT)**

**PREPARED FOR:**

**CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT**

**ENGINEER:**

**POULOS & BENNETT**

**FEBRUARY 2025**

## FIRST SUPPLEMENTAL ENGINEER'S REPORT

### 1. INTRODUCTION

This report was prepared for the Cypress Bluff Community Development District's (**CB CDD**), supplements the *Engineer's Report*, dated April 18, 2023 (**Report**), and sets forth the description and costs for the CB CDD's **Assessment Area One Project** (hereinafter defined). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Report.

### 2. CAPITAL IMPROVEMENT PROGRAM COST UPDATE

The original Capital Improvement Program (**CIP**) budget was derived from prevailing costs in 2022. Since that time, the construction industry has experienced increased costs of materials and labor expenses. In response to increasing costs, the CIP has been updated, based on actual costs and current market conditions.

#### PROBABLE CAPITAL IMPROVEMENT COSTS

Facility	Costs <sup>(1)</sup>
Master Stormwater Management System	\$4,342,000.00
Onsite Roadway Improvements - Pavement	\$5,883,400.00
Offsite Roadway Improvements - Pavement	\$1,540,000.00
Potable Water Distribution System	\$1,949,500.00
Sanitary Sewer System including Lift Station	\$3,228,200.00
Reclaimed Water Distribution System	\$1,674,200.00
Landscaping, Walls & Monuments	\$4,430,100.00
Amenities	\$978,200.00
Soft Costs – Engineering & Surveying	\$628,900.00
<b>TOTAL</b>	<b>\$24,654,500.00</b>

<sup>1</sup>Based on John M Hall, Inc., Inc. bid dated August 24, 2023 adjusted to include the entire CIP, 2025 pricing and includes only those items shown above; bid estimates above are subject to the specific notes included in the bid.

The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CB CDD expenditures that may be incurred.

### 3. ASSESSMENT AREA ONE PROJECT

The Assessment Area One Project includes the portion of the CB CDD CIP that is necessary for the development of the first phase of the overall subdivision development and includes: (1) Master roadway infrastructure and utility improvements necessary for the overall development, and (2) Infrastructure necessary to deliver the 271 lots planned for Assessment Area One (**Assessment Area One Project a/k/a AA1 Project**). In total, the CIP encompasses approximately 156.36 acres and Assessment Area One includes approximately 119.15 acres.



With respect to the AA1 Project, the various improvements that are part of the overall CIP, including those that are part of the AA1 Project, are described in detail in the Report and those descriptions are incorporated herein. The AA1 Project includes, generally stated, the following items relating to Assessment Area One: public roadways, stormwater management, utilities, hardscape/landscape/irrigation, conservation, soft costs, etc. The AA1 Project is intended to benefit lands within “**Assessment Area One**” which is described in **Exhibit A** and presented graphically in **Exhibit B**.

#### 4. PRODUCT TYPES

The following table shows the planned product types for the CB CDD’s AA1 Project:

Lot Type	Lot Width (ft)	Number of Units
Live-Work units (Treated as Townhomes)	25	20
Attached Townhomes	25	30
Small Lots	35	68
Standard Lots	60	139
Large Lots	70	14
<b>TOTAL</b>		<b>271</b>

#### 5. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the AA1 Project have either been obtained or are reasonably expected to be obtained in the ordinary course by respective government authorities.

#### 6. PROJECT COST ESTIMATE / MAINTENANCE RESPONSIBILITIES

The tables below present, among other things, cost estimates for the AA1 Project. It is our professional opinion that the costs set forth below are reasonable and consistent with market pricing.

##### PROBABLE ASSESSMENT AREA ONE COSTS

Facility	Costs <sup>(1)</sup>
Master Stormwater Management System	\$3,573,050.00
Onsite Roadway Improvements - Pavement	\$4,841,500.00
Offsite Roadway Improvements - Pavement	\$1,267,300.00
Potable Water Distribution System	\$1,604,250.00
Sanitary Sewer System including Lift Station	\$2,656,500.00
Reclaimed Water Distribution System	\$1,377,700.00
Landscaping, Walls & Monuments	\$3,645,500.00
Amenities	\$805,000.00
Soft Costs – Engineering & Surveying	\$517,500.00
<b>TOTAL</b>	<b>\$20,288,300.00</b>

<sup>1</sup>Based on John M Hall, Inc., Inc. bid dated August 24, 2023 adjusted for 2025 pricing and includes only those items shown above; bid estimates above are subject to the specific notes included in the bid.

The AA1 Project costs include earthworks and drainage only within the Phase 1 and Phase 2 limits of the development and do not include private lot development costs.

The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CB CDD expenditures that may be incurred.

The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the Assessment Area One Project.

The CB CDD may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any CB CDD-owned improvements, subject to the approval of the CB CDD's bond counsel.

The CB CDD currently contains potential commercial development on 3.7 acres within the CB CDD. Based on preliminary plans for said commercial property, it is not anticipated such property will benefit from the CB CDD's CIP and the commercial property will be responsible for delivery of its own infrastructure for its property. Should such plans change, this Report or a future supplemental report of the CB CDD, will be amended to include such benefit.

## **7. CONCLUSIONS**

The AA1 Project will be designed in accordance with current governmental regulations and requirements. The AA1 Project will serve its intended function so long as the construction is in substantial compliance with the design. It is further our opinion that:

- the estimated cost of the AA1 Project as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the CB CDD is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- all of the improvements comprising the AA1 Project are required by applicable development approvals;
- the AA1 Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the AA1 Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- the assessable property within the CB CDD will receive a special benefit from the AA1 Project that is at least equal to the cost of the AA1 Project.

As described above, this Report identifies the benefits from the AA1 Project to the lands within Assessment Area One. The general public, property owners, and property outside of Assessment Area One will benefit from the provision of the AA1 Project; however, and with the exception of certain master costs that are part of the AA1 Project but allocable to future phases, these are incidental to the CB CDD's AA1 Project, which is designed solely to provide special benefits peculiar to Assessment Area One. Special and peculiar benefits accrue to property within Assessment Area One and enable properties within its boundaries to be developed.

The AA1 Project will be owned by the CB CDD or other governmental units and such AA1 Project is intended to be available and will reasonably be available for use by the general public (either by being

part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the CB CDD. All of the AA1 Project is or will be located on lands owned or to be owned by the CB CDD or another governmental entity or on perpetual easements in favor of the CB CDD or other governmental entity. The AA1 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The CB CDD will pay the lesser of the cost of the components of the AA1 Project or the fair market value.

Please note that the AA1 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the AA1 Project, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the CB CDD, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the CB CDD, it may be necessary to make modifications and/or deviations for the plans, and the CB CDD expressly reserves the right to do so.




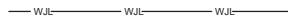


POULOS & BENNETT



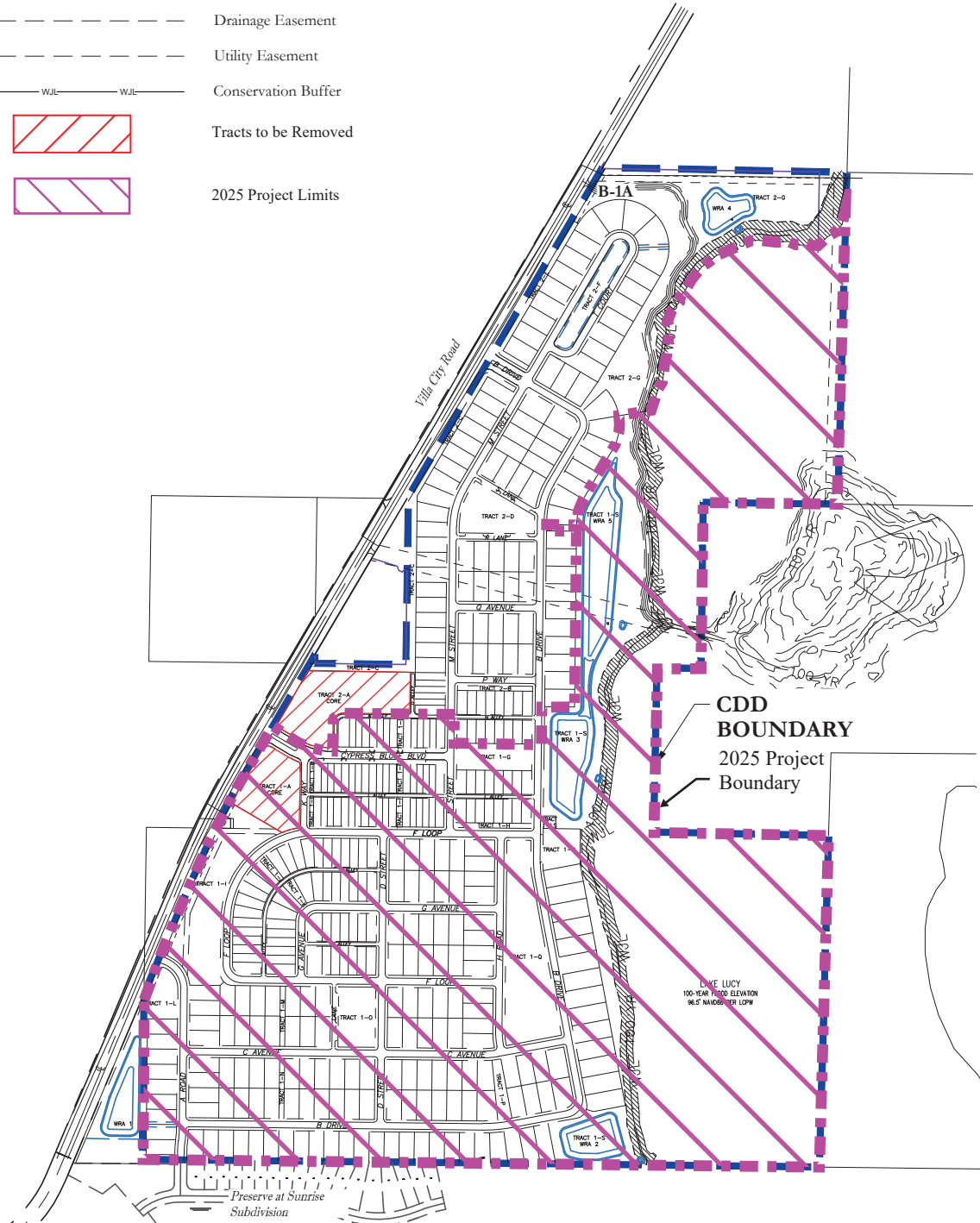
Alejandro Sorondo, P.E.  
FL License No. 62954

~~Exhibit A: Sketch and Legal Description for Assessment Area One~~  
Exhibit B: Map of CB CDD Boundaries

# GENERAL LEGEND

-  CDD Boundary
-  Drainage Easement
-  Utility Easement
-  Conservation Buffer
-  Tracts to be Removed
-  2025 Project Limits

Simon Brown Road



2025 Project Map

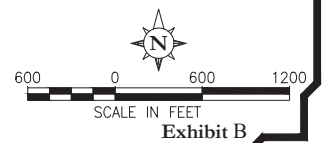
## Cypress Bluff CDD

June 2023  
P & B Job No.: 22-086

2602 E. Livingston St.  
Orlando, Florida 32803 - 407.487.2594

**POULOS & BENNETT**

www.poulosandbennett.com  
Certificate of Authorization No. 28567



## **Exhibit B: O&M Methodology**

# CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT

## Operations and Maintenance Special Assessment Methodology Report

March 17, 2025



Provided by:

**Wrathell, Hunt and Associates, LLC**

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: [www.whhassociates.com](http://www.whhassociates.com)

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## **1.0 Introduction**

### **1.1 Purpose**

This Operations and Maintenance Special Assessment Methodology Report (the "O&M Report") was developed to provide special assessment methodology for the apportionment of Operations and Maintenance Special Assessments (the "O&M Assessments") that are proposed to be levied by the Cypress Bluff Community Development District (the "District") located in the City of Groveland, Lake County, Florida. This O&M Report allocates the District's O&M Assessments based on the benefits derived by properties proposed to be developed within the District from the services funded in the District's operating budget (the "O&M Budget"), which is adopted annually by the District.

### **1.2 Scope of the O&M Report**

This O&M Report describes the method for the allocation of special benefits derived by the properties in District as a result of the implementation of services described and expenditure of funds contained in the District's O&M Budget and the apportionment of the O&M Assessments. The O&M Report references and relies on information contained within the Engineer's Report dated March 6, 2023 as supplemented by the First Supplemental Engineer's Report for the Cypress Bluff Community Development District dated February 2025, both prepared by Poulos & Bennett (the "District Engineer"), (cumulatively the "Engineer's Report") as well as the Amended and Restated Master Special Assessment Methodology Report (the "Master Report") dated April 18, 2023 and Preliminary First Supplemental Special Assessment Methodology Report (the "Preliminary First Supplemental Report") dated February 27, 2025, both prepared by Wrathell, Hunt and Associates, LLC (the "District Methodology Consultant"), (cumulatively the "Assessment Methodology Report").

### **1.3 Special Benefits and General Benefits**

The services funded in the District's O&M Budget create special benefits for properties within the borders of the District and general benefits for properties outside of the borders of the District and the public at large. Special benefits include, but are not limited to, added use of the District's public infrastructure, the added use of the property, added enjoyment of the property, and the probability of increased marketability and value of the property. Property values in the District are also directly affected by the operations and



maintenance of the District's infrastructure and provision of District's services, unlike the more generalized impact to properties outside the District. Furthermore, the District's O&M Budget will increase the use and enjoyment of property within District.

There is no doubt that the general public and property owners outside the District will benefit from the services funded in the O&M Budget. However, these benefits will be incidental to the District's services funded in the O&M Budget, which is designed solely to meet the needs of property within the District. Properties outside the District boundaries do not depend on the services funded in the O&M Budget. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries.

#### **1.4 Requirements of a Valid Special Assessment Methodology**

There are two main requirements for valid special assessments. First, special assessments can only be levied on those properties specially benefiting from the District's existence and operation and maintenance of the improvements and District's activities. Second, the special assessments allocated to each benefited property cannot exceed the proportional benefit to each parcel.

The determination has been made that the duty to pay the non-ad valorem special assessments is valid based on the special benefits imparted upon the properties within the borders of the District. The allocation of responsibility for payment of the O&M Assessments to the properties within the borders of the District associated with the O&M Budget have been apportioned according to reasonable estimates of the special benefits provided consistent with each land use and product type. Accordingly, no property within the borders of the District will be assessed for the payment of O&M Assessments greater than the determined special benefit particular to that property.

#### **2.0 Development Plan and Capital Improvement Plan for the District**

The development of Cypress Bluff is projected to include residential land uses comprising a projected total of 386 dwelling units and non-residential land uses comprising a projected 40,000 sq ft of commercial uses. Table 1 in the *Appendix* illustrates the projected development plan for the land within the District.

Please note that according to the District Engineer, the public infrastructure improvements designed to serve the land in the District and which comprise the Capital Improvement Plan will only serve and benefit the residential land uses, while the non-residential land uses are expected to be responsible for delivery of their own infrastructure as they do not benefit from the public infrastructure improvements which are part of the Capital Improvement Plan.

### **3.0 The Operations & Maintenance Expenditures of the District**

#### **3.1 Professional & Administrative Expenditures**

The O&M Budget expenditures of the District consist of professional & administrative expenditures that at the time of writing of this O&M Report include but are not limited to management, engineering, legal counsel, advertising, insurance, and annual audit that are necessary for the ongoing operation of the District and that may change in scope and cost in the future. The O&M Budget's professional and administrative expenditures benefit all property within the District, and will be allocated to the various land uses and product types on an ERU basis. The ERU factors used in this O&M Report use the ERU factors developed in the Assessment Methodology Report, with the addition of a factor for the commercial product type. Table 2 in the *Appendix* illustrates the ERU weights allocated to the various land uses and product types proposed to be developed within the District with relation to the apportionment of the portion of the O&M Assessments related to the professional & administrative costs.

#### **3.2 Field Operations and Fund Balance Expenditures**

The O&M Budget expenditures of the District consist of field operations and funding for additional fund balance that at the time of writing of this O&M Report include but are not limited to field management, irrigation, landscaping, amenity maintenance, and street lighting, that are necessary for the ongoing operation and maintenance of the public infrastructure improvements that are owned by the District and fund any increases to fund balance and that may change in scope and cost in the future. The O&M Budget's field operations expenditure and funding for additional fund balance benefit all residential property within the District (non-residential property is excluded as discussed in *Section 2.0* herein), and will be allocated to the various land uses and product types on an ERU basis. The ERU factors used in this O&M Report use the ERU factors developed in the Assessment Methodology Report. Table 3 in the *Appendix* illustrates the ERU weights allocated to the various

land uses and product types proposed to be developed within the District with relation to the apportionment of the portion of the O&M Assessments related to the field operations costs and fund balance allocations, wherein the non-residential land uses are allocated an ERU weight of zero due to the receiving no or de minimis benefit from the field operations services and related fund balance allocations.

#### **4.0 O&M Assessments Apportionment**

The O&M Budget consists of professional & administrative expenditures that benefit all property within the District and field operations and funding for additional fund balance that benefit only the residential property within the District. The purpose of this O&M Report is to allocate the O&M Assessments based on the special benefits that the various properties proposed to be developed within the District derive from the various services funded in the O&M Budget.

Table 4 in the *Appendix* illustrates the apportionment of O&M Assessments related to the professional & administrative costs based on the Adopted Fiscal Year 2025 Budget for the District using the ERU benefit allocation illustrated in Table 2 in the *Appendix*. Similarly, Table 5 in the *Appendix* illustrates the apportionment of O&M Assessments related to the professional & administrative costs based on the Adopted Fiscal Year 2025 Budget for the District using the ERU benefit allocation illustrated in Table 3 in the *Appendix*. Finally, Table 6 in the *Appendix* illustrates the total O&M Assessments based on the Adopted Fiscal Year 2025 Budget for the District.

#### **5.0 Appendix**

Table 1

# Cypress Bluff

## Community Development District

### Development Plan

Product Types	Unit of Measurement	Total Number of Units
<u>Residential</u>		
Townhome/Live-Work 25'	Dwelling Unit	56
SF 35'	Dwelling Unit	84
SF 60'	Dwelling Unit	199
SF 70'	Dwelling Unit	47
		<hr/> 386
<u>Non-Residential</u>		
Commercial	Square Foot	40,000

Table 2

# Cypress Bluff

## Community Development District

### Professional & Administrative Cost Benefit Allocation

Product Types	Total Number of Units	ERU per Unit	Total ERU
<u>Residential</u>			
Townhome/Live-Work 25'	56	0.3600	20.1600
SF 35'	84	0.5000	42.0000
SF 60'	199	0.8600	171.1400
SF 70'	47	1.0000	47.0000
	<hr/> 386		<hr/> 280.3000
<u>Non-Residential</u>			
Commercial	40,000	0.0001	4.0000
<b>Total</b>			<b>284.3000</b>

Table 3

# Cypress Bluff

## Community Development District

### Field Operations and Fund Balance Cost Benefit Allocation

Product Types	Total Number of Units	ERU per Unit	Total ERU
<u>Residential</u>			
Townhome/Live-Work 25'	56	0.3600	20.1600
SF 35'	84	0.5000	42.0000
SF 60'	199	0.8600	171.1400
SF 70'	47	1.0000	47.0000
	386		280.3000
<u>Non-Residential</u>			
Commercial	40,000	0.0000	0.0000
<b>Total</b>			<b>280.3000</b>

Table 4

# Cypress Bluff

## Community Development District

### Professional & Administrative Cost Assessment Apportionment\*

Product Types	Total Number of Units	Professional & Administrative Cost Assessment Apportionment	Professional & Administrative Cost Net Assessment per Unit	Professional & Administrative Cost Gross Assessment per Unit
<u>Residential</u>				
Townhome/Live-Work 25'	56	\$6,934.39	\$123.83	\$133.15
SF 35'	84	\$14,446.64	\$171.98	\$184.93
SF 60'	199	\$58,866.62	\$295.81	\$318.08
SF 70'	47	\$16,166.48	\$343.97	\$369.86
	386	\$96,414.13		
<u>Non-Residential</u>				
Commercial	40,000	\$1,375.87	\$0.03	\$0.04
<b>Total</b>		<b>\$97,790.00</b>		

\* Costs based on Adopted Fiscal Year 2025 Budget - for illustrative purposes only and may change in future fiscal years

Table 5

# Cypress Bluff

## Community Development District

### Field Operations and Fund Balance Cost Assessment Apportionment\*

Product Types	Total Number of Units	Field Operations and Fund Balance Cost Assessment Apportionment	Field Operations and Fund Balance Cost Net Assessment per Unit	Field Operations and Fund Balance Cost Gross Assessment per Unit
<u>Residential</u>				
Townhome/Live-Work 25'	56	\$30,601.56	\$546.46	\$587.59
SF 35'	84	\$63,753.24	\$758.97	\$816.09
SF 60'	199	\$259,779.29	\$1,305.42	\$1,403.68
SF 70'	47	\$71,342.91	\$1,517.93	\$1,632.19
	386	\$425,477.00		\$0.00
<u>Non-Residential</u>				
Commercial	40,000	\$0.00	\$0.00	\$0.00
<b>Total</b>		<b>\$425,477.00</b>		

\* Costs based on Adopted Fiscal Year 2025 Budget - for illustrative purposes only and may change in future fiscal years

Table 6

# Cypress Bluff

## Community Development District

### Total Operations and Maintenance Cost Assessment Apportionment\*

Product Types	Total Number of Units	Professional & Administrative Cost Gross Assessment per Unit	Field Operations and Fund Balance Cost Gross Assessment per Unit	Total Operations and Maintenance Cost Gross Assessment per Unit
<u>Residential</u>				
Townhome/Live-Work 25'	56	\$133.15	\$587.59	\$720.74
SF 35'	84	\$184.93	\$816.09	\$1,001.02
SF 60'	199	\$318.08	\$1,403.68	\$1,721.76
SF 70'	47	\$369.86	\$1,632.19	\$2,002.05
	<u>386</u>			
<u>Non-Residential</u>				
Commercial	40,000	\$0.04	\$0.00	\$0.04

\* Costs based on Adopted Fiscal Year 2025 Budget - for illustrative purposes only and may change in future fiscal years

# **CYPRESS BLUFF**

## **COMMUNITY DEVELOPMENT DISTRICT**

**6**



**RESOLUTION 2025-08**

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

**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**, the Board of Supervisors of Cypress Bluff Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

**WHEREAS**, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

1. **RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** this 15th day of April, 2025.

ATTEST:

**CYPRESS BLUFF COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A**

Statewide Mutual Aid Agreement



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT - 2023**

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

### **ARTICLE I: DEFINITIONS**

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

## ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)<sup>1</sup>.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

<sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at:  
[https://portal.floridadisaster.org/projects/FROC/FROC\\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D](https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D)





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

## ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

## ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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Kevin Guthrie, Executive Director

## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

## ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

## ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.***

*The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.*

*FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

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

Clerk or Deputy Clerk

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

Chair

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

Approved as to Form:

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

County Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A CITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to Form:

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

City Attorney





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

Approved as to Form:

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

Attorney for Entity



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

Approved as to Form:

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

Attorney for Entity



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SCHOOL DISTRICT, STATE OF FLORIDA

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

Approved as to Form:

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

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
STATE COLLEGE, COMMUNITY  
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERSITY,  
STATE OF FLORIDA

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

Clerk

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

Chairman

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

Approved as to Form:

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

Attorney for Board



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SPECIAL DISTRICT, STATE OF FLORIDA

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

Approved as to Form:

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

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
AUTHORITY,  
STATE OF FLORIDA

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

Clerk

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

Chairman

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

Approved as to Form:

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

Attorney for Board



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_ TRIBE OF FLORIDA

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

Council Clerk

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

Chairman

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

Approved as to Form:

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

Attorney for Council



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

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## CYPRESS BLUFF

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: **04/15/2025**

Approved as to Form:

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

Attorney for District





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_

\_\_\_\_\_ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

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

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

I certify that the foregoing is an accurate copy of the Resolution adopted by

\_\_\_\_\_ on \_\_\_\_\_.

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

TITLE: \_\_\_\_\_

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT** **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

*All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.*

_____	_____
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**CYPRESS BLUFF**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**CYPRESS BLUFF  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
FEBRUARY 28, 2025**

**CYPRESS BLUFF  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
FEBRUARY 28, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 72,264	\$ -	\$ -	\$ 72,264
Due from Landowner	7,510	-	225	7,735
Total assets	<u>79,774</u>	<u>-</u>	<u>225</u>	<u>79,999</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 7,421	\$ -	\$ 225	\$ 7,646
Due to Landowner	-	22,100	834	22,934
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>13,421</u>	<u>22,100</u>	<u>1,059</u>	<u>36,580</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	7,510	-	-	7,510
Total deferred inflows of resources	<u>7,510</u>	<u>-</u>	<u>-</u>	<u>7,510</u>
Fund balances:				
Restricted for:				
Debt service	-	(22,100)	-	(22,100)
Capital projects	-	-	(834)	(834)
Unassigned	58,843	-	-	58,843
Total fund balances	<u>58,843</u>	<u>(22,100)</u>	<u>(834)</u>	<u>35,909</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 79,774</u>	<u>\$ -</u>	<u>\$ 225</u>	<u>\$ 79,999</u>

**CYPRESS BLUFF  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ 8,423	\$ 31,295	\$ 523,267	6%
Total revenues	<u>8,423</u>	<u>31,295</u>	<u>523,267</u>	6%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	2,000	10,000	48,000	21%
Legal	3,041	11,858	25,000	47%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	5,500	0%
Telephone	17	83	200	42%
Postage	37	59	500	12%
Printing & binding	42	208	500	42%
Legal advertising	123	123	1,750	7%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies/bank charges	128	485	750	65%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>5,388</u>	<u>28,191</u>	<u>97,790</u>	29%
<b>Operations and Maintenance</b>				
<b>Management &amp; administration</b>				
Contingency	-	-	668	0%
Licenses/taxes/permits	-	-	500	0%
O&M accounting - DM	-	-	4,500	0%
Property insurance	-	-	5,000	0%
Management services	2,123	10,615	25,476	42%
Postage	-	-	800	0%
Office supplies/printing binding	-	-	2,500	0%
General administrative	-	-	2,000	0%
Total management & administration	<u>2,123</u>	<u>10,615</u>	<u>41,444</u>	
<b>Grounds/building maintenance</b>				
General maintenance	-	-	6,500	0%
Irrigation repairs	-	-	3,500	0%
Landscape contract	-	-	120,000	0%
Landscaping extras - replacement & annuals	-	-	3,500	0%
Tree trimming	-	-	1,500	0%
Pressure washing	-	-	4,000	0%
Holiday decorations	-	-	2,500	0%
Walkway maintenance & repair	-	-	2,000	0%
Retaining wall & handrail repairs & maintenance	-	-	4,000	0%

**CYPRESS BLUFF  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
Fence & handrail repairs maintenance	-	-	1,500	0%
Total grounds building maintenance	-	-	149,000	
<b>Recreational - amenity</b>				
Insurance amenity	-	-	3,500	0%
Pool maintenance contract	-	-	18,000	0%
Pool/cabana janitorial contract	-	-	10,200	0%
Pool/equipment repairs & maintenance	-	-	2,500	0%
Pool/cabana general maintenance	-	-	3,000	0%
Termite bond/pest control	-	-	1,400	0%
Playground equipment/maintenance/mulch (2 locations)	-	-	4,000	0%
Access control systems/camera	-	-	2,800	0%
Pressure washing	-	-	2,500	0%
Electric - amenity	-	-	9,600	0%
Domestic water/sewer - amenity	-	-	3,000	0%
Irrigation amenity	-	-	4,000	0%
Telephone/cable internet - amenity	-	-	2,400	0%
Pool permits & license	-	-	500	0%
Trash debris removal	-	-	2,400	0%
Landscape maintenance	-	-	12,000	0%
Landscape seasonal (annuals & mulch)	-	-	3,600	0%
Maintenance reserves	-	-	2,000	0%
Total recreational expenses	-	-	87,400	
<b>Utilities</b>				
Electric - common areas/irrigation meters	-	-	4,200	0%
Electric - street lights	-	-	45,000	0%
Irrigation - common areas	-	-	32,000	0%
Total utilities	-	-	81,200	0%
Total field operations	2,123	10,615	359,044	3%
Total expenditures	7,511	38,806	456,834	8%
Excess/(deficiency) of revenues over/(under) expenditures	912	(7,511)	66,433	
Net change in fund balances	912	(7,511)	66,433	
Fund balances - beginning	57,931	66,354	66,433	
Fund balances - ending	\$ 58,843	\$ 58,843	\$ 132,866	

\*These items will be realized when bonds are issued

\*\*These items will be realized the year after the issuance of bonds.

**CYPRESS BLUFF  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
<b>EXPENDITURES</b>		
Cost of issuance	<u>-</u>	<u>75</u>
Total debt service	<u>-</u>	<u>75</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(75)
Net change in fund balances	-	(75)
Fund balances - beginning	<u>(22,100)</u>	<u>(22,025)</u>
Fund balances - ending	<u><u>\$ (22,100)</u></u>	<u><u>\$ (22,100)</u></u>



**CYPRESS BLUFF  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
Construction costs - Developer	<u>-</u>	<u>225</u>
Total expenditures	<u>-</u>	<u>225</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 (225) (225)
 Net change in fund balances	 -	 (225)
Fund balances - beginning	<u>(834)</u>	<u>(609)</u>
Fund balances - ending	<u><u>\$ (834)</u></u>	<u><u>\$ (834)</u></u>

**CYPRESS BLUFF**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Cypress Bluff Community Development District held a Regular Meeting on February 27, 2025 at 11:00 a.m., at the City of Minneola City Hall, 800 N US Highway 27, Minneola, Florida 34715.

**Present were:**

Stephen McConn	Chair
Casey Dare	Vice Chair
Paul Thomas	Assistant Secretary

**Also present:**

Ernesto Torres	District Manager
Jennifer Kilinski (via telephone)	District Counsel
Grace Rinaldi (via telephone)	Kilinski   Van Wyk
Alex Sorondo	District Engineer
Jorge Miranda (via telephone)	Empire Management Group, Inc. (Empire)
Vanessa DeAngelis (via telephone)	Empire
Michelle Woodburn (via telephone)	Empire
Sete Zare (via telephone)	MBS Capital Markets
George Smith (via telephone)	George A. Smith PLLC
Yesenia Valez	Supervisor-Elect

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 11:01 a.m.

Supervisors McConn, Thomas and Dare were present. Supervisor-Elect Yesenia Valez was not present at roll call. One Seat was vacant.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Yesenia Valez (the following to be provided under separate cover)**

42 This item occurred following the Tenth Order of Business.

43 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employee**

44 **B. Membership, Obligations and Responsibilities**

45 **C. Sample Form 1: Statement of Financial Interests/Instructions**

46 **D. Form 8B – Memorandum of Voting Conflict**

47

48 **FOURTH ORDER OF BUSINESS**

**Consider Appointment to Fill Unexpired  
Term of Seat 3; Term Expires November  
2026**

49

50

51

52 • **Administration of Oath of Office to Newly Appointed Supervisor**

53 This item was deferred.

54

55 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-03,  
Electing and Removing Officers of the  
District and Providing for an Effective Date**

56

57 This item was presented following the Tenth Order of Business.

58

59

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61 **SIXTH ORDER OF BUSINESS**

**Presentation of First Supplemental  
Engineer's Report (Assessment Area One)**

62

63 Mr. Sorondo presented the First Supplemental Engineer's Report for Assessment Area

64 One. He noted the following:

65

66 ➤ This Report supplements the Original Engineer's Report.

67 ➤ This Report is for Assessment Area One, which consists of approximately 119.5 acres,

68 and is to deliver the infrastructure necessary for 271 lots planned for Assessment Area One.

69 ➤ The product types proposed include 20 Live-Work units, 30 Attached Townhomes, 68

70 Small Lots, 139 Standard Lots and 14 Large Lots.

71 ➤ The Probable Assessment Area One costs total \$20,288,300, based on the 2023 bids

72 adjusted to 2025 amounts.

73 Ms. Rinaldi stated that the Supplemental Engineer's Report and the Supplemental

74 Methodology Report are approved as part of adoption of Resolution 2025-05.

75

**SEVENTH ORDER OF BUSINESS****Presentation of First Supplemental Special Assessment Methodology Report**

Mr. Torres presented the First Supplemental Special Assessment Methodology Report. He noted the following:

- This Report supplements the Original Methodology Report and aligns with the Supplemental Engineer's Report, including the same numbers, product types, Capital Improvement Plan (CIP) costs for Assessment Area One, etc.
- Table 1 reflects the product types, equating to a total of 271 units in Assessment Area One.
- Table 2 reflects total CIP costs of \$20,288,300 for Assessment Area One.
- Table 3 reflects a total par amount of bonds of \$4,405,000.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-04, Authorizing the Issuance of Not to Exceed \$6,500,000 Aggregate Principal Amount of its Cypress Bluff Community Development District Special Assessment Revenue Bonds, Series 2025 (Assessment Area One), in One Or More Series (the "Series 2025 Bonds"); the Series 2025 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2025 Bonds; Appointing an Underwriter; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract with Respect to the Series 2025 Bonds and Awarding the Series 2025 Bonds to the Underwriter Named Therein Pursuant to the Parameters Set Forth in this Resolution; Approving the Form of and Authorizing the Distribution of the Preliminary Limited Offering Memorandum and its Use by the Underwriter in Connection with the Offering for Sale of the Series 2025 Bonds and Approving the Execution and Delivery of a Final Limited Offering Memorandum; Authorizing the Execution and Delivery of a Continuing Disclosure Agreement for the**

Series 2025 Bonds and the Appointment of a Dissemination Agent; Providing for the Application of series 2025 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Series 2025 Bonds; Making Certain Declarations; Appointing a Trustee; Providing for the Registration of the Series 2025 Bonds Pursuant to the DTC Book-Entry System; Providing an Effective Date and for Other Purposes

Mr. Smith presented Resolution 2025-04, which accomplishes the following:

- Authorizes issuance of the bonds by the CDD.
- Approves forms of documents, including the First Supplemental Trust Indenture, Preliminary Offering Memorandum that will be used to market the bonds, Continuing Disclosure Agreement, etc.
- Anticipates issuance of a principal amount of bonds of approximately \$4,405,000; this Resolution has a buffer amount in case a higher amount is necessary due to changing market conditions.
- Authorizes the Chair to execute the Bond Purchase Agreement as long as it meets the parameters set forth in the Resolution, including not exceeding a principal amount of bonds of \$6,500,000.

**On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, Resolution 2025-04, Authorizing the Issuance of Not to Exceed \$6,500,000 Aggregate Principal Amount of its Cypress Bluff Community Development District Special Assessment Revenue Bonds, Series 2025 (Assessment Area One), in One Or More Series (the "Series 2025 Bonds"); the Series 2025 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2025 Bonds; Appointing an Underwriter; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract with Respect to the Series 2025 Bonds and Awarding the Series 2025 Bonds to the Underwriter Named Therein Pursuant to the Parameters Set Forth in this Resolution; Approving the Form of and Authorizing the Distribution of the Preliminary Limited Offering Memorandum and its Use by the Underwriter in Connection with the Offering for Sale of the Series 2025 Bonds and Approving the Execution and Delivery of a Final Limited Offering Memorandum;**

Authorizing the Execution and Delivery of a Continuing Disclosure Agreement for the Series 2025 Bonds and the Appointment of a Dissemination Agent; Providing for the Application of series 2025 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Series 2025 Bonds; Making Certain Declarations; Appointing a Trustee; Providing for the Registration of the Series 2025 Bonds Pursuant to the DTC Book-Entry System; Providing an Effective Date and for Other Purposes, was adopted.

#### NINTH ORDER OF BUSINESS

Consideration of Resolution 2025-05, Setting Forth the Specific Terms of the District's Special Assessment Revenue Bonds, Series 2025 (The "2025 Bonds"); Making Certain Additional Findings and Adopting and Confirming an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the 2025 Bonds; Addressing the Allocation and Collection of the Assessments Securing the 2025 Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date [Supplemental Assessment Resolution with Delegation of Authority Series 2025 Bonds]

Ms. Rinaldi presented Resolution 2025-04, known as the Supplemental Assessment Resolution, specific to the Series 2025 bonds for Assessment Area One, which accomplishes the following:

- Approves, in substantial form, the Reports that were presented by the District Engineer and District Manager earlier in the meeting.
- Sets forth findings based on the information in those Reports.
- Delegates authority for District Staff and Officers to take the actions necessary to complete the process of levying assessments, which will expedite the process and allow for more flexibility at closing.

➤ Confirms the maximum assessment lien and confirms that the assessments, as projected, will be in accordance with that maximum assessment lien.

➤ Sets forth the terms of allocation and collection, impact fees and credits, terms of prepayment, application of True-up payments, etc.

**On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, Resolution 2025-05, Setting Forth the Specific Terms of the District's Special Assessment Revenue Bonds, Series 2025 (The "2025 Bonds"); Making Certain Additional Findings and Adopting and Confirming an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the 2025 Bonds; Addressing the Allocation and Collection of the Assessments Securing the 2025 Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date [Supplemental Assessment Resolution with Delegation of Authority Series 2025 Bonds], was adopted.**

#### **TENTH ORDER OF BUSINESS**

#### **Consideration of Forms of Ancillary Financing Documents**

Ms. Rinaldi presented the following:

#### **A. Acquisition Agreements**

**I. KB Home Orlando**

**II. Landsea Homes**

#### **B. Collateral Assignments**

**I. KB Home Orlando**

**II. Landsea Homes**

#### **C. Completion Agreements**

**I. KB Home Orlando**

**II. Landsea Homes**

#### **D. Declarations of Consent**

**I. KB Home Orlando**

**II. Landsea Homes**

#### **E. Notice of Lien of Special Assessments**



On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, Ancillary Financing Documents 10A through 10E, all in substantial form, were approved.

Ms. Yesenia Valez arrived at the meeting.

- Administration of Oath of Office to Yesenia Valez (the following to be provided under separate cover)

This item, previously the Third Order of Business, was presented out of order.

Mr. Torres, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Yesenia Valez. Ms. Valez is familiar with the items listed in the Third Order of Business.

- Consideration of Resolution 2025-03, Electing and Removing Officers of the District and Providing for an Effective Date

This item, previously the Fifth Order of Business, was presented out of order.

Mr. Torres presented Resolution 2025-03. Mr. McConn nominated the following slate:

Stephen McConn	Chair
Casey Dare	Vice Chair
Paul Thomas	Assistant Secretary
Yesenia Valez	Assistant Secretary

No other nominations were made.

The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell	Secretary
Ernesto Torres	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, Resolution 2025-03, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

ELEVENTH ORDER OF BUSINESS

Discussion: Landscape Maintenance  
Proposals

Mr. Torres recalled discussion at the last meeting about possibly obtaining Landscape Maintenance Proposals and transitioning landscape maintenance to the CDD.

Mr. McConn stated that, typically, once the installation contractor completes installation for the current phase, maintenance will be handed off. Now that there is power at the primary entrance, a meter will be set at the irrigation well at the first entrance. Another irrigation well is installed near the amenity and, once power is run to it, the generator power will be moved to that and the pocket park will be landscaped, along with the second entrance and, once the installations are all complete, transitioning maintenance can be considered. Transition will likely commence within 60 days.

**TWELFTH ORDER OF BUSINESS****Ratification Items**

- A. Poulos & Bennett, LLC Agreement for Professional Engineering Services
- B. Poulos & Bennett, LLC Work Authorization Number 1

On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the Poulos & Bennett, LLC Agreement for Professional Engineering Services and Poulos & Bennett, LLC Work Authorization Number 1, were ratified.

**THIRTEENTH ORDER OF BUSINESS****Acceptance of Unaudited Financial Statements as of January 31, 2025**

On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the Unaudited Financial Statements as of January 31, 2025, were accepted.

**FOURTEENTH ORDER OF BUSINESS****Approval of November 19, 2024 Regular Meeting Minutes**

On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the November 19, 2024 Regular Meeting Minutes, as presented, were approved.

**FIFTEENTH ORDER OF BUSINESS****Staff Reports**

- A. District Counsel: Kilinski | Van Wyk, PLLC

Ms. Rinaldi discussed acquisition of completed improvements process. She stated that the Board previously viewed acquisition packages and approved the Acquisition Agreement.

**On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, reimbursement of completed improvements not to exceed the amount of the bond proceeds, taking into account the account reserve release conditions, was approved.**

**B. District Engineer (Interim): Poulos & Bennett LLC**

There was no report.

**C. District Manager: Wrathell, Hunt and Associates, LLC**

- **NEXT MEETING DATE: March 18, 2025 at 1:30 PM**

Mr. Miranda stated the target for having proposals in is March 15, 2025, based on substantial completion. Those will be used to help prepare the operations portion of the draft Fiscal Year 2026 budget. He asked if there is a specific document or format that the CDD wants used as common areas are accepted, such as a list of the areas and the status.

Discussion ensued regarding whether the District Engineer will visit to confirm completion.

Ms. Rinaldi stated that the District Engineer will inspect/review and then issue a Certificate of Completion before any property is conveyed to the CDD. Mr. Miranda will coordinate walk-throughs with the District Engineer and any others that should attend.

**SIXTEENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

**SEVENTEENTH ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**EIGHTEENTH ORDER OF BUSINESS**

**Adjournment**

**On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the meeting adjourned at 11:26 a.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

**CYPRESS BLUFF**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**

CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Cooper Memorial Library, 2525 Oakley Seaver Dr., Clermont, Florida 34711</i>		
<i><sup>1</sup>City of Minneola City Hall, 800 N US Highway 27, Minneola, Florida 34715</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 15, 2024 <b>CANCELED</b>	Regular Meeting	1:30 PM
November 19, 2024	Regular Meeting	1:30 PM
December 17, 2024 <b>CANCELED</b>	Regular Meeting	1:30 PM
January 21, 2025 <b>CANCELED</b>	Regular Meeting	1:30 PM
February 27, 2025 <sup>1</sup>	Regular Meeting	11:00 AM
March 18, 2025 <b>CANCELED</b>	Regular Meeting	1:30 PM
April 15, 2025	Regular Meeting	1:30 PM
May 20, 2025	Regular Meeting	1:30 PM
June 17, 2025	Regular Meeting	1:30 PM
July 15, 2025	Regular Meeting	1:30 PM
August 19, 2025	Regular Meeting	1:30 PM
September 16, 2025	Regular Meeting	1:30 PM

Notes:

*All Library meetings held in CML 108 except August 19 (CLM 221); moved due to elections.*