

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT
DISTRICT**

February 15, 2023

BOARD OF SUPERVISORS

**REGULAR MEETING
AGENDA**

CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Cypress Bay West 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

February 8, 2023

Board of Supervisors
Cypress Bay West Community Development District

Dear Board Members:

The Board of Supervisors of the Cypress Bay West Community Development District will hold a Regular Meeting on February 15, 2023 at 11:00 a.m., at the US Coast Guard Auxiliary Building, 1455 Main St., NE, Palm Bay, Florida 32905. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Access Residential Management, LLC, D/B/A Access Management, Field Operations Agreement
4. Ratification of Engagement with Jere Earlywine at Kutak Rock LLP
5. Discussion: Yellowstone Landscape for Landscape Maintenance Services Proposal
6. Acceptance of Unaudited Financial Statements as of December 31, 2022
7. Approval of Minutes
 - A. July 5, 2022 Emergency Meeting
 - B. August 17, 2022 Public Hearing and Regular Meeting
8. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Dewberry Engineers, Inc.*
 - C. District Manager: *Wrathell, Hunt & Associates, LLC*
 - NEXT MEETING DATE: March 15, 2023 at 11:00 AM

ATTENDEES:


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

○ QUORUM CHECK

SEAT 1	ROGER VAN AUKER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	JOHN WIGGINS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	BILL FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	CHRIS TYREE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	ROBYN BRONSON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

9. Board Members' Comments/Requests
10. Public comments
11. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Jamie Sanchez at (561) 512-9027.

Sincerely,

Cindy Carbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 131 733 0895

CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT

3

FIELD OPERATIONS AGREEMENT

THIS FIELD OPERATIONS AGREEMENT (“Agreement”) is made and entered into this 1st day of March 2023, by and between:

Cypress Bay West Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

ACCESS RESIDENTIAL MANAGEMENT LLC, D/B/A ACCESS MANAGEMENT, a Florida limited liability company, whose mailing address is 1170 Celebration Blvd, Suite 202, Celebration, Florida 34747 (“**Manager**,” and together with the District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure (“**Improvements**”) located within the District; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Manager to manage the operation and maintenance of the Improvements.

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

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

SECTION 2. MANAGER’S OBLIGATION.

A. *Specific Duties.* Manager shall perform the specific duties described on the document attached hereto as **Exhibit A** and incorporated herein by reference.

B. General Duties. Manager also shall be responsible for the management and oversight of District vendors for the District Property in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants relating to such maintenance under the District's direction. (That said, and as a point of clarification, Manager shall not have authority to execute contracts and/or change orders on behalf of the District.) Manager is responsible for the overall supervision of service contractors and maintenance staff, as well as arranging for certain repair and maintenance work. Manager shall report directly to the District Manager and the Board of Supervisors. Manager shall attend monthly Board Meetings when requested by the District Manager or Board of Supervisors.

C. Inspection. Manager shall conduct regular inspections of all District property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.

D. Investigation and Report of Accidents/Claims. Manager shall promptly notify the District Manager as to all accidents or claims for damage relating to the management of the District and maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property. Manager shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Manager shall not file any claims with the District's insurance company without the prior consent of the District Manager or his designee.

E. Compliance with Government Rules, Regulations, Requirements and Orders. Manager shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District property placed thereon by any governmental authority having jurisdiction. Manager shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, Manager shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District property.

F. Adherence to District Rules, Regulations and Policies. To the extent they apply to Manager's performance herein, Manager's personnel shall be familiar with any and all District policies and procedures, if any, and shall ensure that all persons using District Property are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and ensure that said persons conform therewith. Manager may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District at all times. Manager assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

G. *Care of the Property.* Manager shall use all due care to protect the property of the District, its residents and landowners from damage by Manager, its employees or contractors.

SECTION 3. COMPENSATION. The District shall pay the Manager the compensation set forth in **Exhibit A** for the provision of field operations management services pursuant to the terms of this Agreement.

SECTION 4. TERM.

- A. The term of this Agreement shall commence as of the date first written above and shall terminate October 1, 2023, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least thirty (30) days' written notice of its intent to not renew the Agreement.
- B. Notwithstanding the foregoing, the Manager and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the Parties. Any termination of this Agreement shall not release District from its obligation to pay Manager the compensation and Reimbursable Expenses due for work performed prior to termination, subject to any offsets the District may have.

SECTION 5. INSURANCE. The Manager shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Manager shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the minimum levels of insurance as set forth in **Exhibit B**. As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds.

SECTION 6. INDEMNITY. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at

fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. The indemnity obligations in this Agreement shall survive expiration or earlier termination of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either the District or the Manager are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Manager, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 9. ASSIGNMENT. Neither Party may assign this Agreement without the prior written approval of the other.

SECTION 10. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Manager shall be acting as an independent contractor. Neither the Manager nor employees of the Manager, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Manager, if there are any, in the performance of this Agreement. The Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Manager shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 11. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement.

SECTION 13. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Manager.

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

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Manager may deliver Notice on behalf of the District and the Manager. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the parties and addressees set forth herein.

SECTION 16. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Manager any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Manager and their respective representatives, successors, and assigns.

SECTION 17. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Pasco County, Florida.

SECTION 18. PUBLIC RECORDS. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Manager acknowledges that the designated public records custodian for the District is **Craig Wrathell** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Manager shall: 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Manager’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Manager, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 19. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 20. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Manager as an arm’s length transaction. The District and the Manager participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT

Chairman, Board of Supervisors

ACCESS RESIDENTIAL MANAGEMENT, LLC

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

- Reports directly to the CDD district manager
- Overseas community support staff and vendors as necessary.
- Assesses condition of district property resulting from negligence, vandalism, depreciation, and estimates costs associated with its repair and /or replacement.
- Maintain preventive maintenance records, inventories, purchases supplies, and review invoices.
- Provide sign off on and code invoices, as needed.
- Work to ensure the community meets the quality maintenance standards set by the Board of Supervisors.
- Provide budgetary input and assistance in monitoring and controlling expenditures.
- Attend District meetings and present operations reports if requested.
- Resolve any issues requiring attention on behalf of the residents and/or Board of Supervisors.
- Conduct professional interaction and coordination with security providers.
- Recommend on an ongoing basis, capital improvements, equipment replacements, additions, and operational changes as needed.
- And other duties deemed necessary by the Board of Supervisors or District Manager.

Management Fee:

\$500, paid the first of each month

Billing Address:

Access Residential Management
1170 Celebration Blvd, Suite 202
Celebration, Florida 34747

CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT

4

Cypress Bay West Community Development District
c/o Craig Wrathell and
Christian Cotter
Wrathell, Hunt & Associates, LLC
2300 Glades Road Suite 410W
Boca Raton, Florida 33431
wrathellc@whhassociates.com
christiancotter@forestar.com

RE: District Counsel Matter

Dear Sirs or Madams,

Effective February 6, 2023, Jere Earlywine will resign from KE LAW GROUP PLLC to join the law firm of KUTAK ROCK LLP.

Mr. Earlywine was providing services to you on the above-referenced matter. Therefore, this letter is to inform you that you have the option to choose to have Mr. Earlywine continue to represent you in this matter at his new law firm, or you may have KE LAW GROUP PLLC continue to represent you, in which case representation will be handled by Meredith Hammock and Lauren Gentry in KE LAW GROUP PLLC's Tampa Office. Alternatively, you can choose to retain an entirely new lawyer.

If you wish to have Jere Earlywine or a new lawyer continue to represent you, please be aware that you remain liable for fees and costs for services already provided by members of KE LAW GROUP PLLC through the date of this letter. Further, given the manner in which legal fees for open financing matters are structured, no fee has been paid to date. Should you elect to have this matter go with Mr. Earlywine, the fee may be apportioned between KE LAW GROUP PLLC and KUTAK ROCK LLP.

Please advise Jere Earlywine and KE Law Group PLLC in writing, as quickly as possible, of the District's decision so that continuity in your representation is assured. You may do so by indicating your choice below and returning a signed and dated copy. Please retain the additional copy of this designation letter for your records.

Yours truly,

/s/ Jere Earlywine

Instructions

I wish my file to stay with KE LAW GROUP PLLC.

I wish my file and trust account balance to be transferred to Jere Earlywine at KUTAK ROCK LLP.

I will retain new counsel and have them contact KE LAW GROUP PLLC to coordinate transfer of my file.



For the Client

CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT

5



Excellence
IN COMMERCIAL LANDSCAPING



Landscape Maintenance Services Proposal
prepared for

CYPRESS BAY WEST CDD



FORESTAR

Bill Fife
HOA Manager
Forestar

August 16, 2022



LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

MOWING

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

EDGING & TRIMMING

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.





DEBRIS REMOVAL

- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

FERTILIZER

- Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements.
- Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

INSECT, DISEASE, & WEED CONTROL

- Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Yellowstone Landscape.
- All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
- Access to a water source on the Client's property must be provided for use in spray applications.

SHRUBS

- All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

TREE MAINTENANCE

- Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
- Palm Trees will have only brown or broken fronds removed at time of pruning.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

FERTILIZATION

- Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

INSECT, DISEASE, & WEED CONTROL

- Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, Yellowstone Landscape will offer suggestions regarding the best course of action.
- Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- Yellowstone Landscape will maintain a log listing all applications and will have MSDS sheets available for each product used on the Client's property.
- The Client must provide access to a suitable water source on their property for use by Yellowstone Landscape in spray applications



EDGING & TRIMMING

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- “Weedeating” type edging will not be used around trees.

IRRIGATION SYSTEM SPECIFICATIONS

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client’s approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

ANNUAL FLOWERS

(ADDITIONAL SERVICE- SEPERATE FROM CONTRACT)

- Annual flower beds will be serviced to remove flowers that are fading or dead (“deadheading”) to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- “Flower Saver Plus®” (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.





- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

YOUR INVESTMENT

CORE MAINTENANCE SERVICES - PHASE 1 PONDS	PRICE
Mowing & Detail Includes Mowing, Edging, String Trimming, Shrub Pruning, Tree Pruning, Weeding & Cleanup	\$38,004
Integrated Pest Management Includes Fertilization, Pest Control, Weed Control, and Fungicide Applications 4-St. Augustine Turf & 2-Tree & Shrub	
ANNUAL GRAND TOTAL	\$38,004

ADDITIONAL SERVICES (NOT INCLUDED IN ANNUAL GRAND TOTAL)

- Pine Bark Mulch - \$65 per cy installed
- Cypress Mulch - \$57 per cy installed
- Annuals - \$3.50 - \$4.50 per flower
- Standard Palm Pruning over 12' - \$55 per palm
- Specialty Palm Pruning over 12' - \$100 per palm

ANNUAL GRAND TOTAL	\$38,004.00
MONTHLY GRAND TOTAL	\$3,167.00

YOUR SERVICE CALENDAR

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

SERVICE	
Mowing	38
Pruning/Trimming	12
Weeding	24
Irrigation Inspections	N/A
IPM - Fertilization & Pest Control - St. Augustine	N/A
IPM - Fertilization & Pest Control - Tree & Shrubs	N/A
Mulch	Upon Request
Annual Flowers	Upon Request
Palm Pruning	Upon Request

CLIENT NAME: Cypress Bay West

BILLING ADDRESS: 1064 Greenwood Blvd., Suite 200, Lake Mary, FL 32746

PROPERTY CONTACT: Bill Fife

PROPERTY CONTACT EMAIL: williamfife@forestar.com

PROPERTY CONTACT PHONE: 407-784-8327

CONTRACT EFFECTIVE DATE: TBD

CONTRACT END DATE: TBD

INITIAL TERM: 1 year

PROPERTY NAME: Cypress Bay West CDD

PROPERTY ADDRESS: Mara Loma Blvd. & Granger Cir., Palm Bay, FL 32909

CONTRACTOR: Yellowstone Landscape, PO Box 849, Bunnell, FL 32110

YELLOWSTONE CONTACT: yle Nursey

YELLOWSTONE CONTACT EMAIL: knursey@yellowstonelandscape.com

YELLOWSTONE CONTACT PHONE: 407-739-7913

YELLOWSTONE SCOPE OF SERVICES: The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

AGREEMENT

COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **\$38,004.00** annually, in equal monthly installments billed in the amount of **\$3,167.00** upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: Yellowstone Landscape

Accepted by:



 **IGNATURE**
Bill Fife

Printed Name: Christopher Adornetti, Officer

Date: Not yet accepted

Printed Name:

Date: Not yet accepted



TERMS & CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality, and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional twelve (12) month term and will continue to renew at the end of each successive twelve (12) month unless canceled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

Termination for Cause: If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

jurisdiction: By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses, and damages, whether in contract, tort, or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages. Yellowstone shall not be responsible for any damage to structures, including, but not limited to, foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, curbs, or similar structures that do not have a minimum buffer of mulch, planting bed space, or other barren or unmaintained area of sufficient size to offer protection to such structures from damage from mowers, weed-trimming lines, or other maintenance equipment (if not otherwise specified and agreed, a minimum of 8 inches). Likewise, Yellowstone will not be responsible for any damage to any cables, wires, irrigation components, or similar items not buried to specification in the event they are damaged during the performance of the Services.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Warranty: Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.



YELLOWSTONE
LANDSCAPE

Excellence
IN COMMERCIAL LANDSCAPING

THANK YOU FOR YOUR TRUST

We look forward to working with you!

YELLOWSTONELANDSCAPE.COM

CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2022**

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2022**

	General Fund	Debt Service Fund	Total Governmental Funds
	<u> </u>	<u> </u>	<u> </u>
ASSETS			
Cash	\$ 5,774	\$ -	\$ 5,774
Due from Landowner	2,285	-	2,285
Total assets	<u>\$ 8,059</u>	<u>\$ -</u>	<u>\$ 8,059</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 2,058	\$ -	\$ 2,058
Due to Landowner	-	5,112	5,112
Landowner advance	6,000	-	6,000
Total liabilities	<u>8,058</u>	<u>5,112</u>	<u>13,170</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	2,285	188	2,473
Total deferred inflows of resources	<u>2,285</u>	<u>188</u>	<u>2,473</u>
Fund balances:			
Restricted for:			
Debt service	-	(5,300)	(5,300)
Unassigned	(2,284)	-	(2,284)
Total fund balances	<u>(2,284)</u>	<u>(5,300)</u>	<u>(7,584)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 8,059</u>	<u>\$ -</u>	<u>\$ 8,059</u>

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 6,327	\$ 18,522	\$ 278,590	7%
Total revenues	<u>6,327</u>	<u>18,522</u>	<u>278,590</u>	7%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	2,000	6,000	48,000	13%
Legal	-	214	25,000	1%
Engineering	-	560	2,000	28%
Audit*	-	-	6,000	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	5,500	0%
Telephone	17	50	200	25%
Postage	-	-	500	0%
Printing & binding	42	125	500	25%
Legal advertising	-	-	2,000	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	-	500	0%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>2,059</u>	<u>12,124</u>	<u>98,540</u>	12%
Field operations				
Field operations manager	-	-	6,000	0%
Landscape contract labor	-	-	72,000	0%
Insurance: property	-	-	7,200	0%
Porter services	-	-	3,000	0%
Backflow prevention test	-	-	150	0%
Irrigation maintenance/repair	-	-	5,000	0%
Plants, shrubs & mulch	-	-	10,000	0%
Annuals	-	-	18,000	0%
Tree trimming	-	-	3,000	0%
Signage	-	-	2,500	0%
General maintenance	-	-	4,000	0%
Fence/wall repair	-	-	1,000	0%
Irrigation pump maintenance	-	-	6,000	0%
Aquatic control - ponds	-	-	7,200	0%
Pond fountain electric	-	-	7,200	0%
Pond fountain maintenance	-	-	2,000	0%

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
Electric:				
Irrigation	-	-	6,000	0%
Streetlights	-	-	18,000	0%
Entrance signs	-	-	1,800	0%
Total field operations	-	-	<u>180,050</u>	0%
Total expenditures	<u>2,059</u>	<u>12,124</u>	<u>278,590</u>	4%
 Excess/(deficiency) of revenues over/(under) expenditures	 4,268	 6,398	 -	
 Fund balances - beginning	 (6,552)	 (8,682)	 -	
Fund balances - ending	<u>\$ (2,284)</u>	<u>\$ (2,284)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service	<u>-</u>	<u>-</u>
Total debt service	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 - -
 Fund balances - beginning	 <u>(5,300)</u>	 <u>(5,300)</u>
Fund balances - ending	<u>\$ (5,300)</u>	<u>\$ (5,300)</u>

CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

A

DRAFT

**MINUTES OF MEETING
CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Cypress Bay West Community Development District held an Emergency Meeting on July 5, 2022 at 12:00 p.m., at Kays Bar-B-Que & Steaks, 1552 West King Street, Cocoa, Florida 32926.

Present at the meeting were:

Chris Tyree	Chair
Robyn Bronson	Assistant Secretary
Roger Van Auker	Assistant Secretary
John Wiggins	Assistant Secretary

Also present were:

Jamie Sanchez	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Cindy Cerbone (via telephone)	WHA
Jere Earlywine (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Sanchez called the meeting to order at 12:25 p.m. Supervisors Tyree, Bronson, Van Auker and Wiggins were present, in person. Supervisor Fife was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Elected Board of Supervisors (*the following will be provided in a separate package*)

37 Mr. Kantarzhi, a Notary of the State of Florida and duly authorized, administered the
38 Oath of Office to Mr. Tyree, Ms. Bronson, Mr. Van Auken and Mr. Wiggins. The following items
39 were provided and explained:

40 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

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

42 **C. Chapter 190, Florida Statutes**

43 **D. Financial Disclosure Forms**

44 **I. Form 1: Statement of Financial Interests**

45 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**

46 **III. Form 1F: Final Statement of Financial Interests**

47 **E. Form 8B: Memorandum of Voting Conflict**

48

49 **FOURTH ORDER OF BUSINESS**

**Consideration of 2022-35, Ratifying and
Approving Certain Board Actions Approved
and Adopted at the Duly Advertised Public
Meeting and Public Hearings of the Board
of Supervisors Held June 15, 2022**

50

51 Ms. Sanchez presented Resolution 2022-35 and read the title.

52 Mr. Earlywine stated that the Resolution is procedural in nature and is being presented
53 in an abundance of caution. Essentially, this covers items that were previously approved and/or
54 adopted at the fully, properly advertised June 15, 2022 meeting wherein members of the public
55 had the opportunity to attend. The Landowner's Meeting and Election was held on May 18,
56 2022 but the Oath of Office was inadvertently not administered to the Board Supervisors prior
57 to or at the June 15, 2022 meeting, which is why the Resolution ratifying the actions is
58 necessary.

59 Mr. Earlywine stated that the justification for the emergency nature of today's meeting
60 is to facilitate the issuance of bonds as quickly as possible, given the current inflationary
61 environment. The bond validation hearing is scheduled for Friday. He conferred with other
62 Counsel, who is comfortable with the action being taken today. Staff is on track to validate the
63 bonds and move forward with the schedule in a timely manner.

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On MOTION by Ms. Bronson and seconded by Mr. Tyree, with all in favor, Resolution 2022-25, Ratifying and Approving Certain Board Actions Approved and Adopted at the Duly Advertised Public Meeting and Public Hearings of the Board of Supervisors Held June 15, 2022, was adopted.

FIFTH ORDER OF BUSINESS Discussion Future Meeting Location

Ms. Sanchez stated Staff is still coordinating with Palm Bay and will have an update at the August meeting, which will be held at Kays Bar-B-Que & Steaks. At that time, the Board can approve a different location, date and/or time, if needed.

SIXTH ORDER OF BUSINESS NEXT MEETING DATE: July 20, 2022 at 11:00 A.M.

Asked if the July 20, 2022 meeting will be necessary. Mr. Earlywine replied affirmatively.

o QUORUM CHECK

All Supervisors confirmed their attendance at the July 20, 2022 meeting.

SEVENTH ORDER OF BUSINESS Board Members' Comments/Requests

There were no Board Members' comments or requests.

EIGHTH ORDER OF BUSINESS Public Comments

There were no public comments.

NINTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Wiggins and seconded by Mr. Tyree, with all in favor, the meeting adjourned at 12:32 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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111 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

B

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**MINUTES OF MEETING
CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Cypress Bay West Community Development District held a Public Hearing and Regular Meeting on August 17, 2022 at 11:00 a.m., at Kays Bar-B-Que & Steaks, 1552 West King Street, Cocoa, Florida 32926.

Present at the meeting were:

William (Bill) Fife	Vice Chair
Robyn Bronson	Assistant Secretary
Roger Van Auker	Assistant Secretary
John Wiggins	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine (via telephone)	District Counsel
Ashley Ligas (via telephone)	KE Law Group

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 11:03 a.m. Supervisors Fife, Bronson, Van Auker and Wiggins were present, in person. Supervisor Tyree was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Supervisor William (Bill) Fife (*the following will be provided in a separate package*)

Ms. Sanchez stated the Oath of Office was administered to Mr. Fife prior to the meeting. She noted Mr. Fife is an experienced CDD Board Member and familiar with the following:

- 39 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 40 **B. Membership, Obligations and Responsibilities**
- 41 **C. Chapter 190, Florida Statutes**
- 42 **D. Financial Disclosure Forms**
- 43 **I. Form 1: Statement of Financial Interests**
- 44 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
- 45 **III. Form 1F: Final Statement of Financial Interests**
- 46 **E. Form 8B: Memorandum of Voting Conflict**

47 Ms. Sanchez stated there is no Resolution on the agenda to designate the slate of
 48 officers. The consensus was to keep the existing slate of officers.

49

50 **FOURTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2022/2023 Budget**

51

52

53 **A. Proof/ Affidavit of Publication**

54 The proof of publication was provided for informational purposes.

55 **B. Consideration of Resolution 2022-36, Relating to the Annual Appropriations and**
 56 **Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2022, and Ending**
 57 **September 30, 2023; Authorizing Budget Amendments; and Providing an Effective**
 58 **Date**

59 Ms. Cerbone reviewed the proposed Fiscal Year 2023 budget, which will be Landowner-
 60 funded, with expenses funded as they are incurred. She suggested scheduling a meeting for 30
 61 to 60 days before the CDD takes over operations of the CDD improvements to review proposals
 62 for landscaping, irrigation, pond maintenance and other items.

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<p>64 On MOTION by Mr. Van Auker and seconded by Mr. Wiggins, with all in favor, 65 the Public Hearing was opened.</p>

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68 No members of the public spoke.

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On MOTION by Mr. Wiggins and seconded by Mr. Fife, with all in favor, the Public Hearing was closed.

Ms. Sanchez presented Resolution 2022-36 and read the title.

On MOTION by Mr. Van Auker and seconded by Ms. Bronson, with all in favor, Resolution 2022-36, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS **Consideration of Fiscal Year 2022/2023 Budget Funding Agreement**

Ms. Sanchez presented the Fiscal Year 2022/2023 Budget Funding Agreement.

On MOTION by Mr. Van Auker and seconded by Ms. Bronson, with all in favor, the Fiscal Year 2022/2023 Budget Funding Agreement, was approved.

SIXTH ORDER OF BUSINESS **Update: Stormwater Management Needs Analysis Letter to County**

Ms. Sanchez presented the letter that was sent to the County regarding the Stormwater Management Needs Analysis Report; the letter was previously sent to the County.

On MOTION by Mr. Van Auker and seconded by Ms. Bronson, with all in favor, the Letter to the County regarding the Stormwater Management Needs Analysis Report requirement, was ratified.

SEVENTH ORDER OF BUSINESS **Update: Future Meeting Location**

Ms. Sanchez stated that this will be the last meeting held at Kays Bar-B-Que & Steaks; future meetings will be held at the U.S. Coast Guard Auxiliary. Ms. Cerbone stated Staff will be contact the Auxiliary to ensure the facilities will be comfortable in advance of the next meeting.

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EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2022

Ms. Sanchez presented the Unaudited Financial Statements as of June 30, 2022.

On MOTION by Mr. Van Auker and seconded by Ms. Bronson, with all in favor, the Unaudited Financial Statements as of June 30, 2022, were accepted.

NINTH ORDER OF BUSINESS

Approval of Minutes

Ms. Sanchez presented the following:

- A. June 15, 2022 Public Hearings and Regular Meeting**
- B. July 5, 2022 Emergency Meeting**

On MOTION by Mr. Van Auker and seconded by Ms. Bronson, with all in favor, the June 15, 2022 Public Hearings and Regular Meeting and the July 5, 2022 Emergency Meeting Minutes, as presented, were approved.

TENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: *KE Law Group PLLC***

Mr. Earlywine stated the bond validation was completed in July; the expectation is to authorize issuance of bonds in November 2022 and issue bonds in December 2022.

- B. District Engineer: *Dewberry Engineers, Inc.***

There was no report.

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

Ms. Cerbone distributed Form 8B for each Board Member to disclose their employment and/or business affiliation with the Developer; these forms will be kept on file and attached to meeting minutes when necessary.

- **NEXT MEETING DATE: September 21, 2022 at 11:00 AM**
- **QUORUM CHECK**

143 The next meeting would be held on September 21, 2022.

144

145 **ELEVENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

146

147 There were no Board Members' comments or requests.

148

149 **TWELFTH ORDER OF BUSINESS** **Public Comments**

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151 No members of the public spoke.

152

153 **THIRTEENTH ORDER OF BUSINESS** **Adjournment**

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156 **On MOTION by Ms. Bronson and seconded by Mr. Wiggins, with all in favor,**
157 **the meeting adjourned at 11:17 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

US Coast Guard Auxiliary Building, 1455 Main St., NE, Palm Bay, Florida 32905

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 19, 2022 CANCELED	Regular Meeting	11:00 AM
November 16, 2022 CANCELED	Regular Meeting	11:00 AM
December 21, 2022 CANCELED	Regular Meeting	11:00 AM
January 18, 2023 CANCELED	Regular Meeting	11:00 AM
February 15, 2023	Regular Meeting	11:00 AM
March 15, 2023	Regular Meeting	11:00 AM
April 19, 2023	Regular Meeting	11:00 AM
May 17, 2023	Regular Meeting	11:00 AM
June 21, 2023	Regular Meeting	11:00 AM
July 19, 2023	Regular Meeting	11:00 AM
August 16, 2023	Regular Meeting	11:00 AM
September 20 2023	Regular Meeting	11:00 AM