

**CYPRESS BAY WEST  
COMMUNITY DEVELOPMENT  
DISTRICT**

**April 19, 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**

April 12, 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 April 19, 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 Resolution 2023-01, Approving the Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
4. Consideration of Kutak Rock LLP, Retention and Fee Agreement
5. Consideration of Lake Pros, LLC, Maintenance Agreement for Phase 1
6. Ratification of Brevard County Property Appraiser Agreement for Non-Ad Valorem Assessments
7. Ratification of Brevard County Tax Collector Uniform Collection Agreement
8. Acceptance of Unaudited Financial Statements as of February 28, 2023
9. Approval of February 15, 2023 Regular Meeting Minutes
10. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - B. District Engineer: *Dewberry Engineers, Inc.*
  - C. District Manager: *Wrathell, Hunt & Associates, LLC*
    - NEXT MEETING DATE: May 17, 2023 at 11:00 AM

**ATTENDEES:**

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

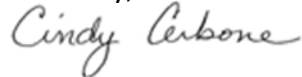
○ QUORUM CHECK

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

11. Board Members' Comments/Requests
12. Public comments
13. 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 Cerbone  
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**

**RESOLUTION 2023-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has prepared and submitted to the Board of Supervisors (“**Board**”) of the Cypress Bay West Community Development District (“**District**”), prior to June 15, 2023, the proposed budget (“**Proposed Budget**”) for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

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

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

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

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

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

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

**LOCATION:** US Coast Guard Auxiliary Building  
1455 Main Street, NE  
Palm Bay, Florida 32905

**SECTION 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Brevard County at least sixty (60) days prior to the hearing set above.

**SECTION 4. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least forty-five (45) days.

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

**SECTION 6. 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.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 19th day of April, 2023.

ATTEST:

**CYPRESS BAY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Fiscal Year 2023/2024 Proposed Budget

**Exhibit A: Fiscal Year 2023/2024 Proposed Budget**



**CYPRESS BAY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2024**

**CYPRESS BAY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1 - 2
Definitions of General Fund Expenditures	3 - 4

**CYPRESS BAY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 2/28/2023	Projected through 9/30/2023		
<b>REVENUES</b>					
Landowner contribution	\$ 278,590	\$ 23,003	\$ 263,769	\$ 286,772	\$ 295,090
Total revenues	<u>278,590</u>	<u>23,003</u>	<u>263,769</u>	<u>286,772</u>	<u>295,090</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording	48,000	10,000	38,000	48,000	48,000
Legal	25,000	354	24,646	25,000	25,000
Engineering	2,000	560	1,440	2,000	2,000
Audit*	6,000	-	6,000	6,000	6,000
Arbitrage rebate calculation*	750	-	750	750	750
Dissemination agent*	1,000	-	1,000	1,000	1,000
Trustee*	5,500	-	5,500	5,500	5,500
Telephone	200	83	117	200	200
Postage	500	-	500	500	500
Printing & binding	500	208	292	500	500
Legal advertising	2,000	-	2,000	2,000	2,000
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	5,500
Contingencies/bank charges	500	-	500	500	500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	<u>98,540</u>	<u>16,380</u>	<u>81,660</u>	<u>98,040</u>	<u>98,540</u>

**CYPRESS BAY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 2/28/2023	Projected through 9/30/2023	Total Actual & Projected	
<b>Field operations and maintenance</b>					
Field operations manager	6,000	-	6,000	6,000	6,000
Landscaping contract labor	72,000	-	72,000	72,000	80,000
Insurance: property	7,200	-	7,200	7,200	7,200
Porter services	3,000	-	3,000	3,000	6,000
Backflow prevention test	150	-	150	150	150
Irrigation maintenance/repair	5,000	-	5,000	5,000	7,500
Plants, shrubs & mulch	10,000	-	10,000	10,000	10,000
Annuals	18,000	-	18,000	18,000	18,000
Tree trimming	3,000	-	3,000	3,000	6,000
Signage	2,500	-	2,500	2,500	2,500
General maintenance	4,000	-	4,000	4,000	4,000
Fence/wall repair	1,000	-	1,000	1,000	1,000
Irrigation pump maintenance	6,000	-	6,000	6,000	6,000
Aquatic control - ponds	7,200	-	7,200	7,200	7,200
Pond fountain electric	7,200	-	7,200	7,200	7,200
Pond fountain maintenance	2,000	-	2,000	2,000	2,000
Electric:					
Irrigation	6,000	-	6,000	6,000	6,000
Street lights	18,000	-	18,000	18,000	18,000
Entrance signs	1,800	-	1,800	1,800	1,800
Total field operations	<u>180,050</u>	<u>-</u>	<u>180,050</u>	<u>180,050</u>	<u>196,550</u>
Total expenditures	<u>278,590</u>	<u>16,380</u>	<u>261,710</u>	<u>278,090</u>	<u>295,090</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	6,623	2,059	8,682	-
Fund balance - beginning (unaudited)	-	<u>(8,682)</u>	<u>(2,059)</u>	<u>(8,682)</u>	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	<u>(2,059)</u>	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (2,059)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

\*These items will be realized when bonds are issued

\*\*WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

Anticipated total number of units	1,343
Professional & administrative costs per unit	\$ 73.37
Field operations and maintenance costs per unit	\$ 146.35

**CYPRESS BAY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording	\$ 48,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	2,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	6,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	750
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	1,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt &amp; Associates serves as dissemination agent.</p>	
Trustee	5,500
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	2,000
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	705
Website ADA compliance	210

**CYPRESS BAY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

**Field operations and maintenance**

Field operations manager	6,000
Landscaping contract labor	80,000
Insurance: property	7,200
Porter services	6,000
Backflow prevention test	150
Irrigation maintenance/repair	7,500
Plants, shrubs & mulch	10,000
Annuals	18,000
Tree trimming	6,000
Signage	2,500
General maintenance	4,000
Fence/wall repair	1,000
Irrigation pump maintenance	6,000
Aquatic control - ponds	7,200
Pond fountain electric	7,200
Pond fountain maintenance	2,000
Electric:	
Irrigation	6,000
Street lights	18,000
Entrance signs	1,800
Total expenditures	<u><u>\$295,090</u></u>

**CYPRESS BAY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4**

**KUTAK ROCK LLP  
FEE AGREEMENT FOR  
CYPRESS BAY WEST CDD**

**I. PARTIES**

THIS FEE AGREEMENT ("Fee Agreement") is made and entered into by and between the following parties, and supersedes on a going forward basis any prior fee agreement between the parties:

- A. Cypress Bay West Community Development District ("Client")  
c/o Wrathell, Hunt and Associates LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

and

- B. Kutak Rock LLP ("KUTAK")  
107 West College Avenue (32301)  
P.O. Box 10230  
Tallahassee, Florida 32302

**II. SCOPE OF SERVICES**

In consideration of the mutual agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain KUTAK as its attorney and legal representative for all legal matters involving the District.
- B. KUTAK accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above.

**III. FEES**

The Client agrees to compensate KUTAK for services rendered regarding any matters covered by this Fee Agreement according to the hourly billing rates for individual KUTAK lawyers set forth herein, plus actual expenses incurred by KUTAK in accordance with the attached standard Expense Reimbursement Policy (Attachment A, incorporated herein by reference). For Calendar Year 2023, hourly rates will be \$295 per hour for shareholders, \$265 per hour associates, \$235 per hour for contract attorneys and \$190 per hour for paralegals. All hourly rates will be increased annually by \$10 per hour. To the extent that the District issues bonds during Calendar Year 2023, KUTAK will provide issuer's counsel services under a flat fee of \$38,000 per bond issuance. This flat fee will be increased annually by \$1,000 per year.

**IV. CLIENT FILES**

The files and work product materials ("Client File") of the Client generated or received by KUTAK will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by KUTAK for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that KUTAK may



confidentially destroy or shred the Client File, unless KUTAK is provided a written request from the Client requesting return of the Client File, to which KUTAK will return the Client File at Client's expense.

**V. DEFAULT**

In the event of a dispute arising under this Fee Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

**VI. TERMINATION**

Either party may terminate this Fee Agreement upon providing prior written notice to the other party at its regular place of business.

**VII. EXECUTION OF FEE AGREEMENT**

This Fee Agreement shall be deemed fully executed upon its signing by KUTAK and the Client. The contract formed between KUTAK and the Client shall be the operational contract between the parties.

**VIII. ENTIRE CONTRACT**

This Fee Agreement constitutes the entire agreement between the parties.

**CYPRESS BAY WEST  
COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

**KUTAK ROCK LLP**

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

Jere L. Earlywine

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

## ATTACHMENT A

### KUTAK ROCK LLP EXPENSE REIMBURSEMENT POLICY

The following is the expense reimbursement policy for the Fee Agreement. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Telephone. All telephone charges are billed at an amount approximating actual cost.

Photocopying and Printing. In-house photocopying and printing is charged at \$0.05 per page, which is less than actual cost.

Facsimile. There are no charges for faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes).

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the Client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The Client is responsible for notifying the firm of any particular billing arrangements or procedures which the Client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

**CYPRESS BAY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5**

# LAKE PROS

— ENHANCING NATURE —

April 11, 2023

## **Cypress Bay West**

Contact: Bill Fife, LCAM

Address: 1064 Greenwood Blvd., Ste 200,

Lake Mary, FL 32746

Phone: (407) 850-3042

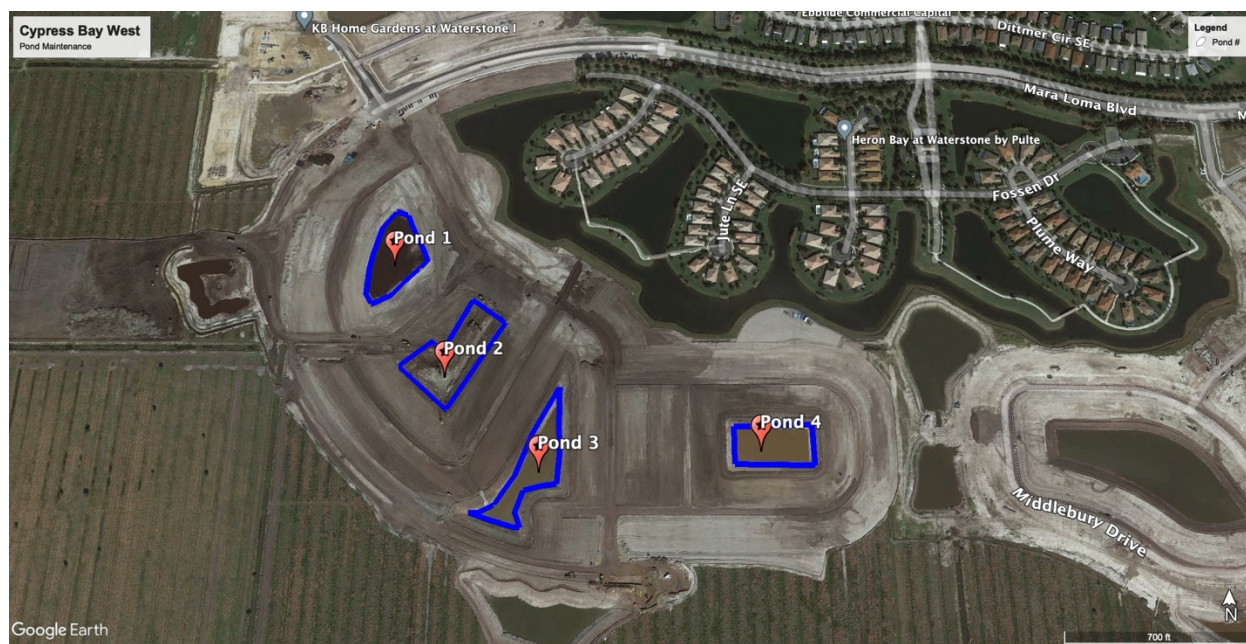
Email: [WilliamFife@forestar.com](mailto:WilliamFife@forestar.com)

**This agreement, made by and between Lake Pros, LLC (“Contractor”) and, Cypress Bay West (“Owner”)**

### *Maintenance Agreement—Phase 1 Lake Maintenance for four (4) ponds:*

- Algae and Aquatic Weed Control
- Border Grass and Brush Control
- Water testing (pH and Dissolved Oxygen)
- Underwater and Floating Vegetation Control
- Casual Debris and Trash Removal
- Treatment and Inspection Reporting
- Stormwater Structure Inspection & Grate Cleaning

**Phase 1 Monthly Lake Maintenance: \$485.00**



3885 Shader Road, Orlando, Florida 32808

 (407) 445-2000  [www.lakepro.co](http://www.lakepro.co)

*Maintenance Agreement–Phase 2 Lake Maintenance for twelve (12) ponds:*

- Algae and Aquatic Weed Control
- Border Grass and Brush Control
- Water testing (pH and Dissolved Oxygen)
- Underwater and Floating Vegetation Control
- Casual Debris and Trash Removal
- Treatment and Inspection Reporting
- Stormwater Structure Inspection & Grate Cleaning

## Price breakdown by addition:

Pond 1: \$130.00

Pond 2: \$100.00

Pond 3: \$120.00

Pond 4: \$100.00

Pond 5: \$100.00

Pond 6: \$100.00

Pond 7: \$120.00

Pond 8: \$120.00

Pond 9: \$100.00

Pond 10: \$100.00

Pond 11: \$160.00

Pond 12: \$100.00

**Phase 2 Monthly Lake Maintenance: \$1,350.00***Maintenance Agreement–Phase 3 Lake Maintenance for eight (8) ponds:*

- Algae and Aquatic Weed Control
- Border Grass and Brush Control
- Water testing (pH and Dissolved Oxygen)
- Underwater and Floating Vegetation Control
- Casual Debris and Trash Removal
- Treatment and Inspection Reporting
- Stormwater Structure Inspection & Grate Cleaning

## Price breakdown by addition:

Pond 13: \$160.00

Pond 14: \$220.00

Pond 15: \$180.00

Pond 16: \$100.00

Pond 17: \$100.00

Pond 18: \$120.00

Pond 19: \$170.00

Pond 20: \$100.00

**Phase 3 Monthly Lake Maintenance: \$1,150.00**

3885 Shader Road, Orlando, Florida 32808

 (407) 595-3648
  [www.lakepro.co](http://www.lakepro.co)

Terms and Conditions:

1. LAKE PROS monthly treatments include EPA certified herbicides applications, beneficial bacteria, casual debris clean up, and structure monitoring. Services outside of the maintenance scope will be subject to a one-time fee that is agreed upon by the CUSTOMER in writing.
2. Debris clean-up is limited to casual debris: such as cups, cans, bags, and other non-natural materials along the shoreline. Debris Clean-up service does NOT include extensive debris and trash cleanup in the event of a major storm event. (Example: Hurricane). Does NOT include construction debris, tires, shopping carts, and other large, discarded debris.
3. This agreement shall automatically renew for its original term on the anniversary starting date of this contract. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing.
4. Invoices submitted for work completed shall be paid within 30 days of receipt. If payment has not been received within 30 days, invoices will accrue an interest at 2% per month. After two consecutive months without receiving payment, the account will be put on hold.
5. CUSTOMER understands that the annual investment amount has been spread out over a twelve-month period. If the CUSTOMER puts the account on hold, or LAKE PROS puts the account on hold due to lack of payment, an additional start-up fee may be required.
6. LAKE PROS will maintain insurance coverage, which includes General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.
7. The Customer agrees to inform LAKE PROS in writing if any lake or pond areas have been, or are scheduled, to be mitigated (planted with required or beneficial aquatic vegetation). Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of the agreement.
8. If at any time during the agreement, the customer is not satisfied with LAKE PROS service, the customer can cancel the agreement with a 30-day written notice.
9. Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. LAKE PROS will notify the customer of such restriction. It shall be the customer's responsibility to observe the restrictions throughout the required period. The customer understands and agrees that, notwithstanding any other provision of the agreement, LAKE PROS does not assume any liability for failure by any party to be notified of, or to observe. The above regulations.
10. LAKE PROS shall not be responsible for acts beyond our control. These include, but aren't limited to, adverse weather conditions, Acts of God, Strikes, government regulations or order, acts of vandalism, theft or third-party actions.
11. The customer warrants that he or she is authorized to execute the water management agreement on behalf of the riparian owner and to hold LAKE PROS harmless for consequences of such service not arising out of the sole negligence of LAKE PROS.
12. LAKE PROS agrees to hold the customer harmless from any loss, damage, or claims arising out of the sole negligence of LAKE PROS. However, LAKE PROS shall in no event be liable to the customer or others indirect, special or consequential damages resulting from any cause whatsoever.
13. Water use restrictions ensuing treatment are rarely required. If required, LAKE PROS will notify the customer in writing. LAKE PROS will not be held responsible if customer fails to follow water use restrictions.

**Customer Acceptance:**

"OWNER"

"CONTRACTOR"  
Lake Pros, LLC

Signature: \_\_\_\_\_

Signature: Chad Bass

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

Print: Chad Bass

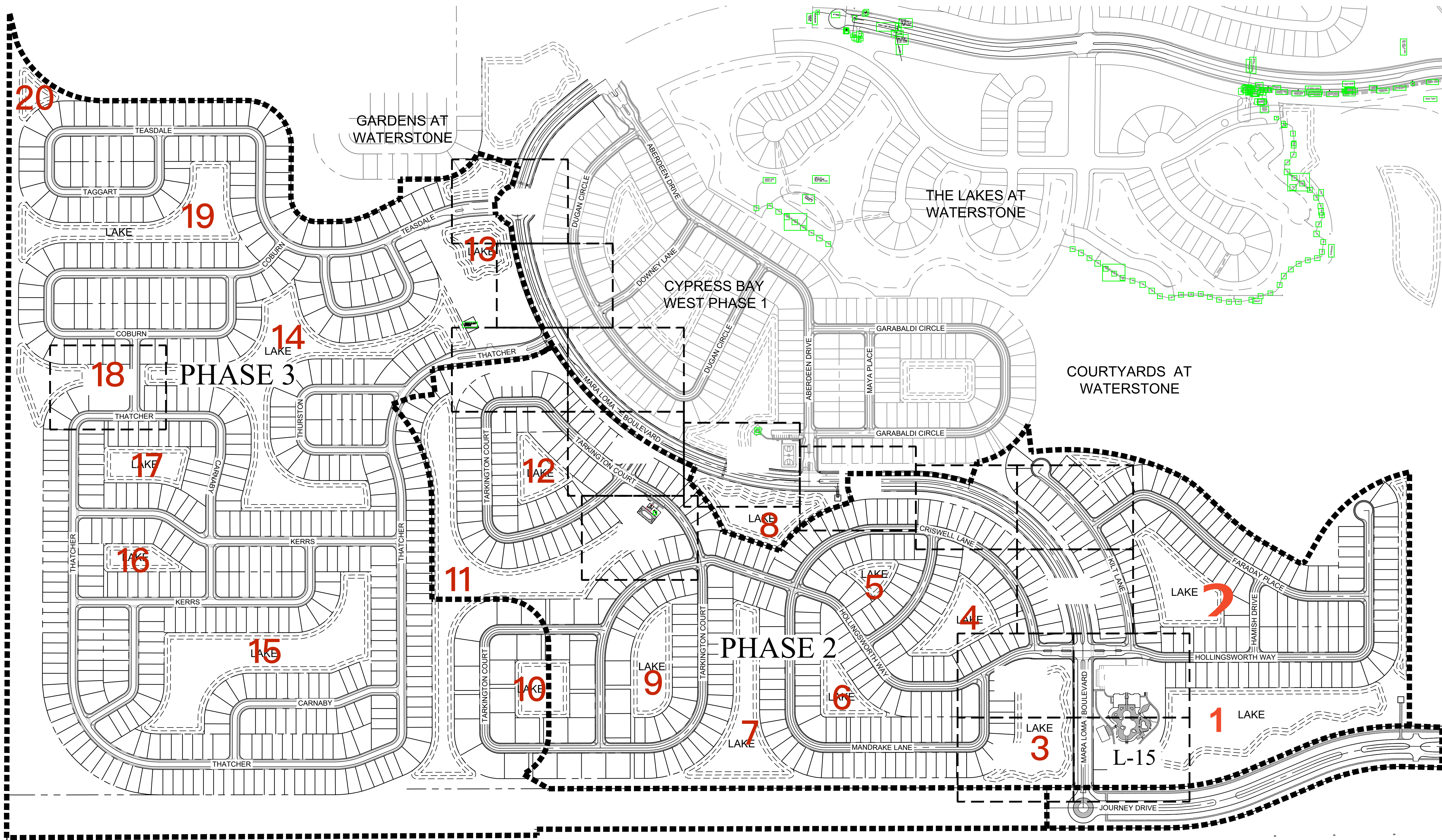
Date: \_\_\_\_\_

Date: 4/11/23

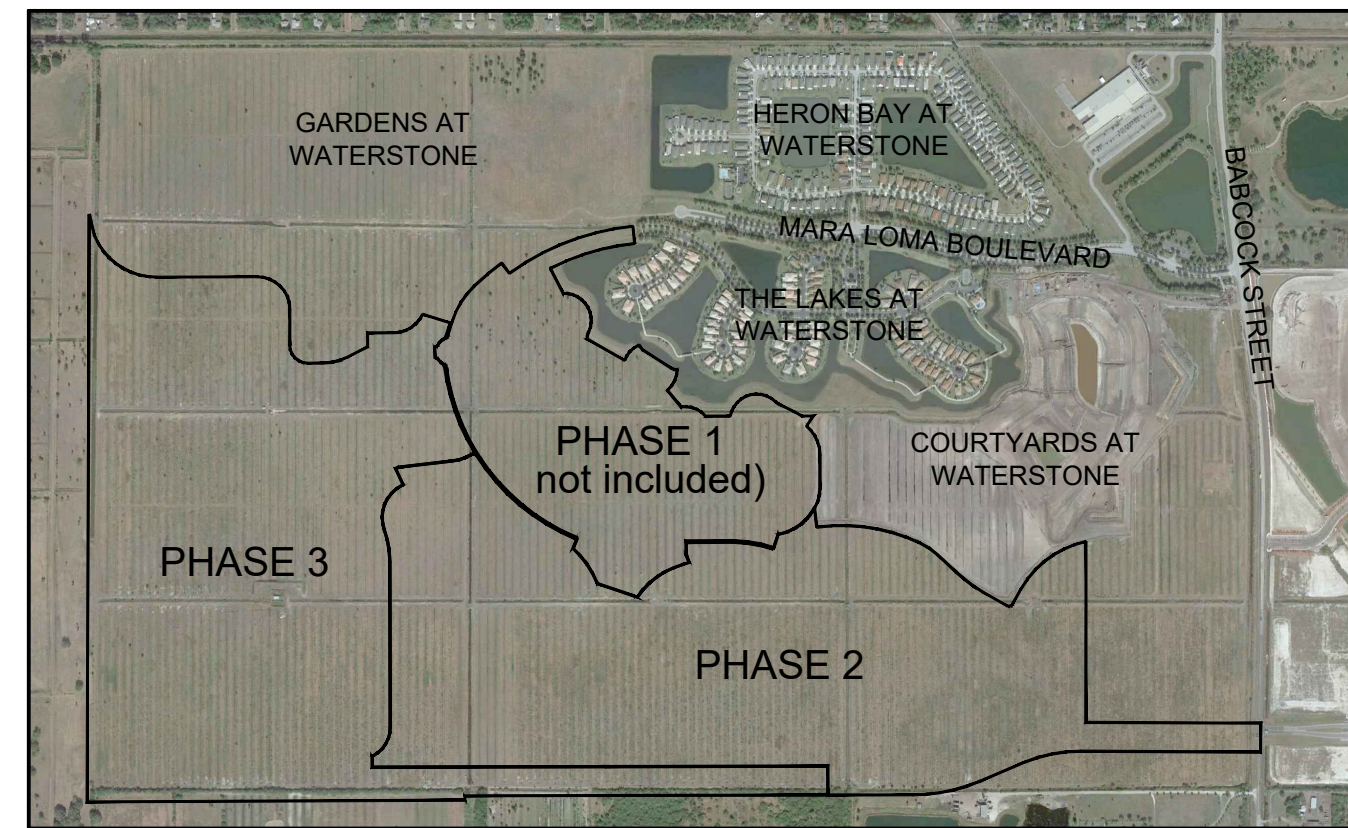
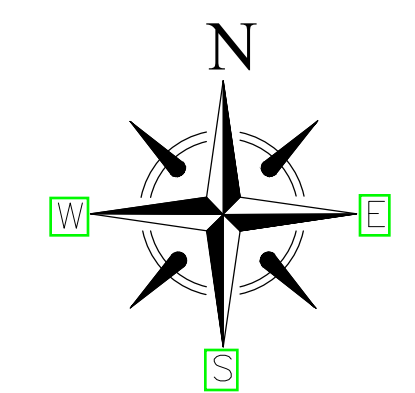
3885 Shader Road, Orlando, Florida 32808

 (407) 595-3648  [www.lakepro.co](http://www.lakepro.co)





Key Map  
scale: 1"=250'



LOCATION MAP  
NTS

Plans are not to be used for construction purposes unless marked "approved" by the City of Palm Bay

**Environmental Design Services**  
Landscape and Irrigation Design and Consulting  
141 East Dwyer Street  
Satellite Beach, FL 32937  
Phone: (321) 288-6143  
Fax: (321) 779-9953

Original Drawing Issue Date: 9-5-21

No.	Date	Description
1.		
2.		
3.		
4.		
5.		
6.		
7.		

REVISIONS:

No.	Date	Description
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Project:  
**Cypress Bay West Phase 2 and 3**  
Location:  
**Palm Bay, Florida**

## Landscape Plan

This Drawing and The Designs Represented Herein are The Exclusive Property of Environmental Design Services, and May Not Be Reproduced, Used, or Disseminated Without Written Permission.

Sheet #:  
**L-1**

Project No.	00-0000
Drawn By:	BAK
Designed By:	BAK
Checked By:	BAK
Drawing Scale:	As-noted



**CYPRESS BAY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6**



**AGREEMENT**

Between

**BREVARD COUNTY PROPERTY APPRAISER**

And

**Cypress Bay West Community Development District**

For

**NON-AD VALOREM ASSESSMENTS**

An AGREEMENT made this 21<sup>st</sup> day of February 2023, between Dana Blickley, CFA, acting in her capacity as the Brevard County Property Appraiser ("Property Appraiser"), and the Cypress Bay West Community Development District, located in Brevard County.

WITNESSETH:

WHEREAS, Cypress Bay West Community Development District adopted the uniform method of levying and collecting non-ad valorem assessments ("assessments"), pursuant to Section 197.3632, Florida Statutes, for the tax year 2023 and each succeeding year until this agreement is terminated pursuant to Paragraph 10 below.

WHEREAS, Cypress Bay West Community Development District notified the Property Appraiser of said election to utilize the uniform method of collecting non-ad valorem assessments for one or more annual special assessments adopted by the District in compliance with the notice requirements of Section 197.3632, Florida Statutes; and

WHEREAS, pursuant to Section 197.3632(2), Florida Statutes, in order to accomplish that intent, Cypress Bay West Community Development District is required to enter into a written agreement with the Property Appraiser regarding the method of reimbursement of necessary administrative costs incurred in effecting the uniform method of tax collection; and

WHEREAS, the parties hereto desire to enter into said written agreement as stated in section 197.3632, Florida Statutes; and

NOW THEREFORE, in consideration of the mutual promises, premises, covenants and conditions herein, it is hereby mutually agreed between the parties as follows:

1. The Property Appraiser agrees to perform the following services for Cypress Bay West Community Development District:
  - a) Create a Non-Ad Valorem Assessment Roll for Cypress Bay West Community Development District continuing in the 2023 tax year and each succeeding year until

this agreement is terminated by either of the parties pursuant to Paragraph 10 below, using data provided annually to the Property Appraiser by Cypress Bay West Community Development District per the attached Calendar for Implementation of Non-Ad Valorem Assessment.

- b) Provide Cypress Bay West Community Development District with an annual data file in a compatible format that contains owner information and a preliminary estimate of each type of property within Cypress Bay West Community Development District (e.g., single family residential, vacant land, condominium, etc.) for Cypress Bay West Community Development District's planning purposes in establishing its non-ad valorem assessments.
  - c) Receive from Cypress Bay West Community Development District its non-ad valorem assessment levy for each type of property and extend that amount against each parcel of real property within Cypress Bay West Community Development District.
  - d) Deliver Cypress Bay West Community Development District's Uniform Non-Ad Valorem Assessment Roll to the Brevard County Tax Collector's Office so that the tax bills mailed on or about November 1 will include the amount for Cypress Bay West Community Development District's non-ad valorem assessment levies.
- 2) Cypress Bay West Community Development District agrees to perform the following acts in connection with this agreement:
- a) Advise the property owners within Cypress Bay West Community Development District in an appropriate and lawful manner of Cypress Bay West Community Development District's intention to utilize the uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and carry out its responsibilities under said sections.
  - b) Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll pursuant to the Calendar for Implementation of any Non-Ad Valorem Assessments levied by the Cypress Bay West Community Development District.
  - c) Advise the property owners within Cypress Bay West Community Development District as appropriate that the Property Appraiser's office is acting in a ministerial capacity for Cypress Bay West Community Development District in connection with the non-ad valorem assessments levied by the Cypress Bay West Community Development District.
  - d) Provide and pay for the legal defense of the Property Appraiser for any litigation arising out of, or related to, the levy and/or collection of any non-ad valorem assessments by Cypress Bay West Community Development District provided that Cypress Bay West Community Development District shall do so with its own attorneys and only to the extent that the litigation arises from the negligence or

wrong-doing of Cypress Bay West Community Development District. Cypress Bay West Community Development District 's liability hereunder shall not exceed the waiver of immunity afforded Cypress Bay West Community Development District by statutory construction including, but not limited to, the provisions set forth in Section 768.28, Florida Statutes.

- 3) The parties understand that the Property Appraiser shall not warrant either the legal efficacy or validity of any levies made by Cypress Bay West Community Development District as non-ad valorem assessments, or the correctness of the amount of levy or charge imposed against any parcel or parcels of real property subject to such levy. All requests of claims made by any affected property owner for correction of errors shall be processed by Cypress Bay West Community Development District. Further, any errors made in the amount of the levy, or in the manner of said levy, or any other error associated with the levy of non-ad valorem assessments by Cypress Bay West Community Development District, shall be processed and corrected by the Cypress Bay West Community Development District subject to any agreements with other governmental agencies or officials.
- 4) Within 30 days of invoice, the Property Appraiser shall be compensated by Cypress Bay West Community Development District for all administrative costs incurred in carrying out this agreement at the rate of \$0.60 per parcel. The parties understand this rate per parcel does not include any amount for extraordinary programming or other services required by Cypress Bay West Community Development District. For purposes of this agreement, "extraordinary programming" shall mean the creation of customized computer programs, assessment calculation routines or creation of data not normally used by the Property Appraiser. The parties acknowledge that the use of extraordinary programs or creation of data not normally used by the Property Appraiser is not anticipated. However, in the event that the use of extraordinary programming or creation of such data is required, the Property Appraiser shall estimate the cost of such programming or creation of such data and inform Cypress Bay West Community Development District of such cost in writing in advance. The Property Appraiser will not engage in such extraordinary programming nor creation of such data without prior written approval from Cypress Bay West Community Development District.
- 5) The specific duties to be performed under this agreement and their respective timeframes are contained in Attachment A, which is incorporated herein by reference.
- 6) This agreement constitutes the entire agreement of the parties and can only be modified in writing. If the Property Appraiser or Cypress Bay West Community

Development District determine this Agreement needs modification, said modification must be in writing, signed by both parties, and entered into prior to January 1<sup>st</sup> of the tax year in which such modification is to become effective.

- 7) This agreement is governed by and construed in accordance with Florida law. Any and all legal action necessary to enforce this agreement will be held in Brevard County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy.
- 8) All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
- 9) All communications required by this agreement shall be in writing and sent by first class mail or email to the other party.

Notices to Cypress Bay West Community Development District shall be addressed to:

Cypress Bay West Community Development District

Attention: Michal Szymonowicz

2300 Glades Rd.

Suite 410W

Boca Raton, Florida, 33431

(561) 571-0010

Email address: [szymonowiczm@whhassociates](mailto:szymonowiczm@whhassociates), [cerbonec@whhassociates.com](mailto:cerbonec@whhassociates)

Notices to the Property Appraiser shall be addressed to:

Dana Blickley, CFA

Brevard County Property Appraiser

400 South Street, 5<sup>th</sup> Floor

Titusville, FL 32780

Phone: 321-264-6700

Email: [appraiser@bcpao.us](mailto:appraiser@bcpao.us)

- 10) This Agreement may be terminated by either party upon written notice by the terminating party to the other party, providing for termination for the succeeding year. Such notice shall be sent no later than January 1 of the succeeding year. Property Appraiser will perform no further work after the written termination notice is received. If any work is in progress at the time of notice of termination, any and all work,

documents, reports, non-ad valorem assessment rolls prepared up to the date of termination shall be submitted to Cypress Bay West Community Development District.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the say and year first above written.

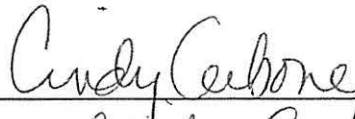
BREVARD COUNTY PROPERTY APPRAISERS  
OFFICE



DANA BLICKLEY  
BREVARD COUNTY PROPERTY APPRAISER

DATE: 2/28/23

CYPRESS BAY WEST COMMUNITY  
DEVELOPMENT DISTRICT



NAME: Cindy Carbone

TITLE: Asst. Secretary/District Mgr.

DATE: 02-21-2023

## ATTACHMENT "A"

### Calendar for Implementation of Non-Ad Valorem Assessment

<b>TASK TO BE PERFORMED ON AN ANNUAL BASIS</b>	<b>DUE DATE</b>
1. Property Appraiser to provide the Cypress Bay West Community Development District with an electronic file that includes owner name, property address and parcel ID, property classifications and acreage. Note: The file shall be in a text or MS Excel file format and shall include a file layout of all data fields, as well as a description of all codes.	On or prior to June 1
2. Cypress Bay West Community Development District reviews assessment data (unit counts, square footage amounts, property classifications, etc.) provided by the Property Appraiser for accuracy, and notifies the Property Appraiser of any corrections.	From June 1 to July 31
3. In conformance with Fla. Stat. 197.3632, Cypress Bay West Community Development District certifies the final non-ad valorem assessment rates and, provide the Property Appraiser with a certified copy of the resolution adopting the rates.	Within 3 days of adoption of the final resolution.
4. Property Appraiser delivers Cypress Bay West Community Development District's non-ad valorem assessment rolls to the Brevard County Tax Collector.	At the time of ad valorem tax roll certification
5. Property Appraiser provides Cypress Bay West Community Development District a file of the non-ad valorem assessment roll delivered to the Brevard County Tax Collector as the final record of delivery of non-ad current year assessment.	30 days after delivery of non-ad valorem assessment to Brevard County Tax Collector

# **CYPRESS BAY WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**7**

UNIFORM COLLECTION  
AGREEMENT

THIS AGREEMENT made and entered into this 6<sup>th</sup> day of March, 2023, by and between the Cypress Bay West CDD (“District” or “Independent District”), whose mailing address is 2300 Glades Rd Ste 410W Boca Raton, FL 33431 and the Honorable Lisa Cullen, State Constitution County Tax Collector in and for the Brevard County political subdivision, whose address is Brevard County Tax Collector, 400 South Street 6<sup>th</sup> Floor, Titusville, Florida, 32780 (“Tax Collector”).

SECTION I

Findings and Determinations

The parties find and determine:

1. District is an independent special-district, created and existing pursuant to Chapter 190, Florida Statutes, and is authorized to impose and to levy, and by appropriate Resolution has expressed its intent to use the statutory uniform methodology form of collection of, non-ad valorem assessments for certain improvements (“Assessments”), as authorized by Sections 190.011(9) and (14), 190.021, 190.022, 197.3631, 197.3632 and 197.3635, Florida Statutes and Rule 12D-18, Florida Administrative Code, as amended.
2. The term “Assessments” means those certain impositions and levies by the District which constitute non-ad valorem assessments. These assessments are liens under Section 197.3632, Florida Statutes, and applicable case law, if each results in a special benefit peculiar to the parcels of property involved (over and above general community benefit), as a result of a logical connection to the property involved, from the system, facility and service provided by the District and such benefits are apportioned to the property fairly and reasonably.
3. The uniform statutory collection methodology is provided in Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code (“uniform methodology”), with its enforcement provisions, including the use of tax certificates and tax deeds for enforcing against any delinquencies.
4. The uniform methodology is more fair to the delinquent property owner than traditional lien foreclosure methodology; and



5. The uniform methodology provides for more efficiency of collection by virtue of the Assessment being collected using the official tax notice issued by the Tax Collector which will produce positive economic benefits to the District and its citizens, landowners and taxpayers.

6. The uniform methodology, through use of the official tax notice of the Tax Collector, will tend to eliminate confusion and promote local government accountability.

7. The Tax Collector, as the State constitution's county officer for the Brevard County political subdivision, is charged by general law in Chapter 197, Florida Statutes, and related rules and regulations, including Rule 12D-18, Florida Administrative Code, to function under the supervision (Section 195.002(1), Florida Statutes) of the Florida Department of Revenue for purposes of the uniform methodology for the collection of the Assessments.

8. The sole and exclusive responsibility to assess, to impose and to levy the Assessments, and to determine that they are legal, constitutional and lienable non-ad valorem assessments, is that of the District and no other person, entity or officer.

## SECTION II

### Applicable Law and Regulations

1. Sections 197.3631, 3632 and 3635, Florida Statutes; Rule 12D-18, Florida Administrative Code; and all other applicable provisions of constitutional and statutory law and related rules, govern the exercise by the District of its power to arrange for collection of non-ad valorem assessments.

2. Section 1(d), Article VIII, Florida Constitution; Chapter 197, Florida Statutes; Rule 12D-13, Florida Administrative Code; Rule 12D-18, Florida Administrative Code; and all other applicable provisions of constitutional and statutory law apply to Tax Collector in her capacity as the state constitution's sovereign county officer in and for Brevard County political subdivision under the supervision of the Florida Department of Revenue for the purpose of noticing, billing, merging, collecting and enforcing non-ad valorem assessments imposed and levied by the District.

3. Section 197.3631, Florida Statutes, constitutes supplemental authority for District to levy non-ad valorem assessments for the improvements, infrastructure and related systems, facilities and services.

4. Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, have provisions that apply both to the District and to Tax Collector, as well as, to the Department of Revenue and the Property Appraiser in and for the county.

### SECTION III

#### Purpose

The purpose of this Agreement under Rule 12D-18, Florida Administrative Code, is to establish the terms and conditions under which the Tax Collector shall use 197.3632 to collect and to enforce the collection of those certain non-ad valorem special assessments, the “Assessments”, imposed and levied by District to include: 1) compensation by District to the Tax Collector for costs of collection pursuant to Section 197.3632(8)(c), Florida Statutes; 2) payment by District of any costs involved in separate mailings because of non merger of any non-ad valorem special assessment roll as certified by the Chair of the District Board or his or her designee, pursuant to Section 197.3632(7), Florida Statutes; and 3) reimbursement by District for necessary administrative costs, including, but not limited to, those costs associated with personnel forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector by the uniform methodology, as provided in Section 197.3632(2), Florida Statutes.

### SECTION IV

#### Term

The term of this Agreement shall commence upon execution, effective for the 2023 and subsequent tax notice purposes, and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each, unless District shall inform the Tax Collector, as well as Property Appraiser and the Department of Revenue, by January 10 of each calendar year, if District intends to discontinue to use the uniform methodology for such Assessments pursuant to Section 197.3632(6), Florida Statutes and Rule 12D-18.006(3), Florida Administrative Code, using form DR-412 promulgated by the Florida Department of Revenue.

## SECTION V

### Duties and Responsibilities of District

District agrees, covenants and contracts to:

1. Compensate the Tax Collector for collection costs incurred pursuant to Section 197.3632(8)(c), Florida Statutes and 12D-18.004(2), Florida Administrative Code.
2. Reimburse Tax Collector for necessary administrative costs for the collection and enforcement of the Assessment by the Tax Collector under the uniform methodology, pursuant to Section 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, to include, but not be limited to, those costs associated with personal forms, supplies, data processing, computer equipment, postage and programming.
3. Pay for or alternatively reimburse the Tax Collector for any separate tax bill (not the tax notice) necessitated by the inability of the Tax Collector to merge the non-ad valorem special assessment roll as certified by District pursuant to Section 197.3532(7), Florida Statutes, and Rule 12D-18.004(2) Florida Administrative Code.
4. District, upon being billed timely, shall pay directly for necessary advertising relating to implementation of the uniform non-ad valorem special assessment law pursuant to Sections 197.3632 and 197.3635, Florida statutes, and Rule 12D-18.004(2), Florida Administrative Code.
5. By 15 September of each calendar year, the Chair of the District Board, or his or her designee, shall certify, using DR Form 408A, to the Tax Collector, the non-ad valorem assessment (“Assessment”) roll on compatible electronic medium, tied to the property parcel identification number provided by the Property Appraiser in July to the Department of Revenue. District or its agent on behalf of District shall post the non-ad valorem special assessment for each parcel on the said non-ad valorem assessment roll of the District and shall exercise its responsibility that such non-ad valorem assessment roll be free of error and omissions. Section 197.3632(5)(a), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code.

6. District agrees to abide by and to implement its duties under the uniform provisions of Sections 197.3632 and 197.3635, Florida Statutes, or its successor and all applicable rules promulgated by the Department of Revenue and their successor rules.

7. District acknowledges that the Tax Collector has no duty, authority or responsibility in the imposition and levy of any non-ad valorem assessments, including the District's "Assessment", and that it is the sole responsibility and duty of District to follow all procedural and substantive requirements for the imposition and levy of constitutionally lienable non-ad valorem assessments, including the Assessments.

8. District shall indemnify and hold harmless Tax Collector to the extent of any legal or quasi-judicial action which may be filed in local, state or federal courts or administrative agency against Tax Collector regarding the imposition, levy, roll preparation and certification of the Assessments; District shall pay for or reimburse Tax Collector for fees and costs for services rendered by the Tax Collector with regard to any such legal or quasi-judicial action.

## SECTION VI

### Duties of the Tax Collector

1. The Tax Collector shall merge timely the legally certified "Assessment" roll of the District with all other non-ad valorem assessment rolls, if certified timely, and merge subsequent said rolls with the Property Appraiser's tax roll, certified to the Tax Collector by the Property Appraiser; prepare a collection roll; and prepare a combined notice (the tax notice) for both ad valorem taxes and non-ad valorem assessments for all imposing and levying local governments within the county political subdivision, including general purpose and special purpose, pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and its successor provisions, and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific resolutions adopted by District, so long as said resolutions shall themselves, each and every one, state intent clearly to ask the Tax Collector to use the uniform state method of collecting such assessments and so long as they are, further, not inconsistent with, or contrary to, the provisions of Sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.

2. Tax Collector shall collect the Assessments of District, as certified by the chair of the District Board or her or his designee, to the Tax Collector no later than 15 September of each calendar year on compatible electronic medium, tied to the property identification number for each parcel, and in the format used in July by the Property Appraiser for the ad valorem tax rolls submitted to the Department of Revenue, using, DR Form 408A, and free of errors or omissions; and if mergeable.

3. The Tax Collector shall not accept any non-ad valorem assessment roll for the Assessments of District that is not certified to the Tax Collector officially, timely and legally, pursuant to Chapter 197, Florida Statutes, and Rule 12D-18, Florida Administrative Code.

4. The Tax Collector agrees to cooperate with District in implementation of the uniform methodology for collecting Assessments pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and any successor provisions and applicable rules.

5. If the Tax Collector discovers error or omissions on such roll, Tax Collector may request District to file a corrected roll or a correction of the amount of any assessment and District shall bear the cost of any such error or omission.

6. If Tax Collector determines that a separate mailing of a tax bill (not the tax notice) is authorized pursuant to Section 197.3532(7), Florida Statutes, and any applicable rules promulgated by the Department of Revenue, and any successor provision to said law or rules, the Tax Collector either shall mail a separate bill of the particular non-ad valorem assessment (“Assessments”) or direct District to mail such a separate bill. In making this decision, the Tax Collector shall consider all costs to District and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of delay in multiple notices. If such a separate mailing is affected, District shall bear all costs associated with the separate notice for the non-ad valorem special assessment that could not be merged, upon timely billing by the Tax Collector.

#### SECTION VII

District shall reimburse Tax Collector for necessary administrative costs and compensate Tax Collector for collection costs as set forth in Section V, paragraphs 1. and 2.

## SECTION VIII

1. The parties shall perform all their obligations under this agreement in accordance with good faith and prudent practice. If neither the Property Appraiser, nor District nor both shall follow procedures for roll preparation and roll certification set forth in Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, then this Agreement is terminated automatically unless the District and the Property Appraiser and the District and Tax Collector enter into alternative provisions authorized in their respective and local agreements with the District. So far as those alternative agreements regarding the Tax Collector are concerned, if the District contracts with the Property Appraiser to prepare the District's non-ad valorem assessment roll and/or if the Chair of the District Board designates the Property Appraiser in writing to certify the roll to the Tax Collector in accordance with applicable law and rule, then it shall remain the duty of the Tax Collector to merge the roll upon timely certification by 15<sup>th</sup> September. If the Property Appraiser because of technology and convenience merges the roll, it shall be done only pursuant to an expressed written agreement between the Property Appraiser and the Tax Collector by which the Tax Collector does not convey away the power to merge but delegates the limited expressed exercise of it to the Property Appraiser under the supervision of the Tax Collector.

2. This agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded, unless otherwise provided in this Agreement, except in writing and signed by the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is found to be invalid or alter substantially the benefits of the Agreement for either of the parties or renders the statutory and regulatory obligations unperformable.

3. This Agreement shall be governed by the laws of the State of Florida.

4. Written notice shall be given to the parties at the following address, or such other place or person as each of the parties shall designate by similar notice:

a. As to Tax Collector: 400 South St. 6<sup>th</sup> Floor  
Titusville, Florida 32780

b. As to District: Cypress Bay West CDD  
2300 Glades Rd Ste 410W  
Boca Raton, FL 33431

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

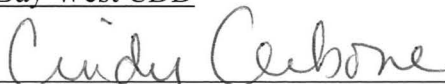
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST: BREVARD COUNTY TAX COLLECTOR

By:   
Lisa Cullen, CFC

Date: 03-06-2023

ATTEST: Cypress Bay West CDD

By:   
Cindy Cerbone, District Manager

Date: 02-21-2023

**CYPRESS BAY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

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



**CYPRESS BAY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
FEBRUARY 28, 2023**

**CYPRESS BAY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
FEBRUARY 28, 2023**

	General Fund	Debt Service Fund	Total Governmental Funds
	<u>        </u>	<u>        </u>	<u>        </u>
<b>ASSETS</b>			
Cash	\$ 6,000	\$ -	\$ 6,000
Undeposited funds	2,198	-	2,198
Due from Landowner	3,738	-	3,738
Prepaid expense	1,680	-	1,680
Total assets	<u>\$ 13,616</u>	<u>\$ -</u>	<u>\$ 13,616</u>
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ 5,937	\$ -	\$ 5,937
Due to Landowner	-	5,112	5,112
Landowner advance	6,000	-	6,000
Total liabilities	<u>11,937</u>	<u>5,112</u>	<u>17,049</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred receipts	3,738	188	3,926
Total deferred inflows of resources	<u>3,738</u>	<u>188</u>	<u>3,926</u>
Fund balances:			
Restricted for:			
Debt service	-	(5,300)	(5,300)
Unassigned	(2,059)	-	(2,059)
Total fund balances	<u>(2,059)</u>	<u>(5,300)</u>	<u>(7,359)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 13,616</u>	<u>\$ -</u>	<u>\$ 13,616</u>

**CYPRESS BAY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Landowner contribution	\$ 2,198	\$ 23,003	\$ 278,590	8%
Total revenues	<u>2,198</u>	<u>23,003</u>	<u>278,590</u>	8%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	2,000	10,000	48,000	21%
Legal	-	354	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	83	200	42%
Postage	-	-	500	0%
Printing & binding	42	208	500	42%
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>16,380</u>	<u>98,540</u>	17%
<b>Field operations</b>				
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 FEBRUARY 28, 2023**

	<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>16,380</u>	<u>278,590</u>	6%
 Excess/(deficiency) of revenues over/(under) expenditures	 139	 6,623	 -	
 Fund balances - beginning	 (2,198)	 (8,682)	 -	
Fund balances - ending	<u>\$ (2,059)</u>	<u>\$ (2,059)</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 FEBRUARY 28, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
<b>Debt service</b>	<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**

**DRAFT**

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

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

**Present at the meeting were:**

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

**Also present were:**

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

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Sanchez called the meeting to order at 11:02 a.m. Supervisors Fife, Van Auker and Wiggins were present, in person. Supervisors Tyree and Bronson were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Consideration of Access Residential Management, LLC, D/B/A Access Management, Field Operations Agreement**

Ms. Sanchez presented the Field Operations Agreement, which will be effective March 1, 2023. She asked for contact information for the Field Operations Manager to be provided.

40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80

**On MOTION by Mr. Wiggins and seconded by Mr. Fife, with all in favor, the Field Operations Agreement with Access Residential Management, LLC, D/B/A Access Management and authorizing the Chair to execute, was approved.**

**FOURTH ORDER OF BUSINESS** **Ratification of Engagement with Jere Earlywine at Kutak Rock LLP**

Mr. Earlywine stated that he changed firms; his new firm is Kutak Rock LLP.

**On MOTION by Mr. Wiggins and seconded by Mr. Van Auker, with all in favor, the engagement of Jere Earlywine for District Counsel Services and the Kutak Rock LLP Engagement Letter, were ratified.**

**FIFTH ORDER OF BUSINESS** **Discussion: Yellowstone Landscape for Landscape Maintenance Services Proposal**

Ms. Sanchez presented the Yellowstone Landscape proposal. Ms. Cerbone noted that District Counsel will draft an agreement. The effective date will be determined at the guidance of a Board Member.

**On MOTION by Mr. Van Auker and seconded by Mr. Wiggins, with all in favor, the Yellowstone Landscape proposal for Landscape Maintenance Services, in the annual amount of \$38,004, in substantial form, and authorizing District Counsel to prepare an Agreement, with Mr. Wiggins providing District Counsel and District Management with the effective date, was approved.**

**SIXTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial Statements as of December 31, 2022**

Ms. Sanchez presented the Unaudited Financial Statements as of December 31, 2022.

**On MOTION by Mr. Fife and seconded by Mr. Van Auker, with all in favor, the Unaudited Financial Statements as of December 31, 2022, were accepted.**

**SEVENTH ORDER OF BUSINESS** **Approval of Minutes**

Ms. Sanchez presented the following:



- 81 A. July 5, 2022 Emergency Meeting
- 82 B. August 17, 2022 Public Hearing and Regular Meeting

83

84 On MOTION by Mr. Fife and seconded by Mr. Van Auker, with all in favor, the  
 85 July 5, 2022 Emergency Meeting and August 17, 2022 Public Hearing and  
 86 Regular Meeting Minutes, as presented, were approved.

87

88

89 **EIGHTH ORDER OF BUSINESS** **Staff Reports**

90

91 **A. District Counsel: *Kutak Rock LLP***

92 Mr. Earlywine noted that the bond issuance is not happening soon.

93 Discussion ensued regarding the status of the current and future work, the future bond  
 94 issuance and when the Board should next meet.

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

96 There was no report.

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

- 98 • **NEXT MEETING DATE: March 15, 2023 at 11:00 AM**

- 99 ○ **QUORUM CHECK**

100 The March 15, 2023 meeting will probably be cancelled, unless necessary, and the next  
 101 meeting will likely be held in April 2023.

102

103 **NINTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

104

105 There were no Board Members' comments or requests.

106

107 **TENTH ORDER OF BUSINESS** **Public Comments**

108

109 No members of the public spoke.

110

111 **ELEVENTH ORDER OF BUSINESS** **Adjournment**

112

113

114 On MOTION by Mr. Wiggins and seconded by Mr. Fife, with all in favor, the  
 115 meeting adjourned at 11:19 a.m.

116  
117  
118  
119  
120  
121

---

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*

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