

DPFG Management & Consulting, LLC

www.dpfg.com

15310 Amberly Drive

Suite 175

Tampa Florida 33647

813-374-9105

***CYPRESS CREEK OF HILLSBOROUGH COUNTY
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Board Package

***Board of Supervisors
Regular Meeting***

***October 26, 2017
10:00 a.m.***

***Metro Development Group
2502 N. Rocky Point Drive
Suite 1050
Tampa FL***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

CYPRESS CREEK COMMUNITY DEVELOPMENT DISTRICT AGENDA

District Board of Supervisors	Mike Lawson Doug Draper Lori Price Ted Sanders	Chairman Vice Chairman Assistant Secretary Assistant Secretary
District Manager	Paul Cusmano	DPFG
District Attorney	Vivek Babbar	Straley, Robin & Vericker
District Engineer	Tonja Stewart	Stantec Consulting Services, Inc.

All cellular phones and pagers must be turned off during the meeting.

The District Agenda is comprised of seven different sections:

The meeting will begin promptly with roll call of the Board of Supervisor. Section **two** is **Audience Questions and Comments on Agenda Items**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The **third** section is called Staff Reports from **District Counsel, Landscaping, Field Manager, Pond Manager and District Engineer Reports**. This section allows the staff to update the Board of Supervisors on any pending issues that are being researched for Board action. The **fourth** section is Administrative Matters section and contains meeting minutes and financial statements that require the review and approval of the District Board of Supervisors as a normal course of business. The **fifth** section is called **Business Matters**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 374-9105 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The **sixth** section is called **Staff Reports**. This section allows the District Manager and Maintenance Supervisor to update the Board of Supervisors on any pending issues that are being researched for Board action. The **seventh** section which is called **Audience Comments on Other Items** provides members of the Audience the opportunity to comment on matters of concern to them that were not addressed during the meeting. The same guidelines used during the first audience comment section will apply here as well. The final section is called **Supervisor Comment & Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 374-9105, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

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

**CYPRESS CREEK OF HILLSBOROUGH COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Thursday October 26th, 2017
Time: 10:00 a.m.
Location: Metro Development
2502 N, Rocky Point Drive
Suite 1050
Tampa, Florida

Conference Call No.: (563) 999-2090
Code: 686859#

AGENDA

I. Roll Call

II. Audience Comments

III. Consent Agenda

IV. Business Matters

- | | | |
|----|--|-----------|
| A. | Engineers Report (<i>under separate cover</i>) | Exhibit 1 |
| B. | Supplemental Assessment Methodology Report (<i>under separate cover</i>) | Exhibit 2 |
| C. | Assessment Resolution 2018-01 Cypress 5 | Exhibit 3 |
| D. | Assessment Resolution 2018-02 Section K | Exhibit 4 |
| E. | Resolution 2018-03 Assessment Declaration and Set Public Hearing (5) | Exhibit 5 |
| F. | Resolution 2018-04 Assessment Declarations and Set Public Hearing (K) | Exhibit 6 |
| G. | Data Assistance Agreement | Exhibit 7 |

V. Staff Reports

- A. District Manager
- B. Attorney
- C. District Engineer

VI. Supervisors Requests

VII. Audience Questions and Comments on Other Items

VIII. Adjournment

- The Exhibits reflect the most current documents at time of Agenda printing. Any revisions shall be distributed at the meeting under separate cover.

EXHIBIT 1.

EXHIBIT 2.

EXHIBIT 3.

RESOLUTION 2018-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS CREEK OF HILLSBOROUGH COUNTY COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THE INFRASTRUCTURE IMPROVEMENTS WHICH COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Cypress Creek of Hillsborough County Community Development District ("District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, pursuant to Ordinance No. 05-14 enacted by the Board of County Commissioners of Hillsborough County, Florida, on October 11, 2005; and

WHEREAS, the Board of Supervisors ("Board") hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain a portion of the public infrastructure improvements and related interests in land for development (the "Assessment Improvements") as described in the District's *Report of the District Engineer*, dated October 16, 2017, as may be supplemented and amended, and attached hereto as **Exhibit A** and incorporated herein by reference (the "Engineer's Report"); and

WHEREAS, it is in the best interest of the District to pay the cost of the Assessment Improvements by imposing, levying and collecting special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes* (the "Special Assessments"); and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Assessments, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Assessment Improvements and to impose, levy and collect the Special Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the improved property within the District, which is described in the Engineer's Report, which is attached hereto as **Exhibit A**, and the amount of the Special Assessments related thereto will be imposed and levied in proportion to the benefits received as set forth in the *Fourth Supplemental Special Assessment Methodology Report for the Issuance of Proposed Subordinate Lien Capital Improvement Revenue and Refunding Bonds, Series 2017a (Phase 5 Project)*, dated October 26, 2017, attached hereto as **Exhibit B** and incorporated herein by reference and on file at 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 ("District Records Office"); and

WHEREAS, the District hereby determines that the Special Assessments to be levied will not exceed the benefits to the improved property within the District.

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

1. The foregoing WHEREAS clauses are hereby incorporated herein as part of this Resolution.

2. Special Assessments shall be levied to defray the cost of the Assessment Improvements.

3. The nature and general location of, and plans and specifications for, the Assessment Improvements are described in **Exhibit A**, which is on file at the District Records Office.

4. The total estimated cost of the Assessment Improvements is \$7,430,000 (the "Estimated Costs").

5. The Special Assessments will defray approximately \$9,300,000 of District costs, which includes the Estimated Costs plus estimated financing-related costs, including capitalized interest, debt service reserve and contingency related to bonds which may be issued by the District to finance the Assessment Improvements (the "Estimated Total Costs").

6. The manner in which the Special Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.

7. The Special Assessments shall be levied within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Assessment Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

8. There is on file, at the District Records Office, an "Assessment Plat" showing the area to be assessed, with certain plans and specifications describing the

Assessment Improvements and the Estimated Costs of the Assessment Improvements, all of which shall be open to inspection by the public.

9. Commencing with the year in which the Special Assessments are certified for collection and subsequent to the capitalized interest period for any series of bonds issued by the District to finance all or a portion of the Estimated Total Costs, the Special Assessments shall be paid in not more than (30) thirty annual installments. The Special Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Special Assessments is not available to the District in any year, or if determined by the Board to be in the District's best interests, the Special Assessments may be collected as is otherwise permitted by law.

10. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the Special Assessment against each lot or parcel of land and the number of annual installments into which the Special Assessments may be divided, which assessment roll is hereby adopted and approved as the "District's Preliminary Assessment Roll."

11. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Special Assessments or the making of the Assessment Improvements, the cost thereof, the manner of payment therefor, or the amount thereof to be assessed against each property as improved.

12. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Hillsborough County and to provide such other notice as may be required by law or desired in the best interests of the District.

13. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 26th day of October, 2017.

ATTEST:

**CYPRESS CREEK OF
HILLSBOROUGH COUNTY
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Mike Lawson,
Chairman, Board of Supervisors

Exhibit A
Engineer's Report

Exhibit B

**Fourth Supplemental Special Assessment Methodology Report for the Issuance of
Proposed Subordinate Lien Capital Improvement Revenue and Refunding Bonds,
Series 2017a (Phase 5 Project)**

EXHIBIT 4.

RESOLUTION 2018-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS CREEK OF HILLSBOROUGH COUNTY COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THE INFRASTRUCTURE IMPROVEMENTS WHICH COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Cypress Creek of Hillsborough County Community Development District ("District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, pursuant to Ordinance No. 05-14 enacted by the Board of County Commissioners of Hillsborough County, Florida, on October 11, 2005; and

WHEREAS, the Board of Supervisors ("Board") hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain a portion of the public infrastructure improvements and related interests in land for development (the "Assessment Improvements") as described in the District's *Report of the District Engineer*, dated October 16, 2017, as may be supplemented and amended, and attached hereto as **Exhibit A** and incorporated herein by reference (the "Engineer's Report"); and

WHEREAS, it is in the best interest of the District to pay the cost of the Assessment Improvements by imposing, levying and collecting special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes* (the "Special Assessments"); and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Assessments, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Assessment Improvements and to impose, levy and collect the Special Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the improved property within the District, which is described in the Engineer's Report, which is attached hereto as **Exhibit A**, and the amount of the Special Assessments related thereto will be imposed and levied in proportion to the benefits received as set forth in the *Supplemental Special Assessment Methodology Report for the Issuance of Subordinate Lien Capital Improvement Revenue Bonds, Series 2017b (Parcel K Project)*, dated October 23, 2017, attached hereto as **Exhibit B** and incorporated herein by reference and on file at 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 ("District Records Office"); and

WHEREAS, the District hereby determines that the Special Assessments to be levied will not exceed the benefits to the improved property within the District.

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

1. The foregoing WHEREAS clauses are hereby incorporated herein as part of this Resolution.

2. Special Assessments shall be levied to defray the cost of the Assessment Improvements.

3. The nature and general location of, and plans and specifications for, the Assessment Improvements are described in **Exhibit A**, which is on file at the District Records Office.

4. The total estimated cost of the Assessment Improvements is \$4,860,000 (the "Estimated Costs").

5. The Special Assessments will defray approximately \$5,820,000 of District costs, which includes the Estimated Costs plus estimated financing-related costs, including capitalized interest, debt service reserve and contingency related to bonds which may be issued by the District to finance the Assessment Improvements (the "Estimated Total Costs").

6. The manner in which the Special Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.

7. The Special Assessments shall be levied within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Assessment Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

8. There is on file, at the District Records Office, an "Assessment Plat" showing the area to be assessed, with certain plans and specifications describing the

Assessment Improvements and the Estimated Costs of the Assessment Improvements, all of which shall be open to inspection by the public.

9. Commencing with the year in which the Special Assessments are certified for collection and subsequent to the capitalized interest period for any series of bonds issued by the District to finance all or a portion of the Estimated Total Costs, the Special Assessments shall be paid in not more than (30) thirty annual installments. The Special Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Special Assessments is not available to the District in any year, or if determined by the Board to be in the District's best interests, the Special Assessments may be collected as is otherwise permitted by law.

10. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the Special Assessment against each lot or parcel of land and the number of annual installments into which the Special Assessments may be divided, which assessment roll is hereby adopted and approved as the "District's Preliminary Assessment Roll."

11. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Special Assessments or the making of the Assessment Improvements, the cost thereof, the manner of payment therefor, or the amount thereof to be assessed against each property as improved.

12. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Hillsborough County and to provide such other notice as may be required by law or desired in the best interests of the District.

13. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 26th day of October, 2017.

ATTEST:

**CYPRESS CREEK OF
HILLSBOROUGH COUNTY
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Mike Lawson,
Chairman, Board of Supervisors

Exhibit A
Engineer's Report

Exhibit B

**Supplemental Special Assessment Methodology Report for the Issuance of
Subordinate Lien Capital Improvement Revenue Bonds, Series 2017b
(Parcel K Project)**

EXHIBIT 5.

RESOLUTION 2018-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS CREEK OF HILLSBOROUGH COUNTY COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON _____, AT 9:00 A.M. AT THE OFFICES OF METRO DEVELOPMENT GROUP, 2502 NORTH ROCKY POINT DRIVE, SUITE 1050, TAMPA, FLORIDA 33607, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING A SPECIAL ASSESSMENT ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE CYPRESS CREEK OF HILLSBOROUGH COUNTY COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.

WHEREAS, the Cypress Creek of Hillsborough County Community Development District ("District") Board of Supervisors (the "Board") previously adopted Resolution 2018-____, entitled

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS CREEK OF HILLSBOROUGH COUNTY COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THE INFRASTRUCTURE IMPROVEMENTS WHICH COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, in accordance with Resolution 2018-____, a preliminary assessment roll has been prepared and all other conditions precedent, as set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 (District Records Office).

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CYPRESS CREEK OF HILLSBOROUGH COUNTY COMMUNITY DEVELOPMENT DISTRICT:

1. There is hereby declared a public hearing to be held at 9:00 A.M., _____, at the offices of Metro Development Group, 2502 North Rocky Point Drive, Suite 1050, Tampa, Florida 33607, for the purpose of hearing comment and

objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file. Interested parties may appear at that hearing or submit their comments in writing prior to the meeting to the office of the District Manager at 15310 Amberly Drive, Suite 175, Tampa, Florida 33647.

2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within Hillsborough County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 26th day of October, 2017.

ATTEST:

CYPRESS CREEK OF HILLSBOROUGH
COUNTY COMMUNITY
DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Mike Lawson,
Chairman, Board of Supervisors

Print Name

EXHIBIT 6.

RESOLUTION 2018-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CYPRESS CREEK OF HILLSBOROUGH COUNTY COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON _____, AT 9:00 A.M. AT THE OFFICES OF METRO DEVELOPMENT GROUP, 2502 NORTH ROCKY POINT DRIVE, SUITE 1050, TAMPA, FLORIDA 33607, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING A SPECIAL ASSESSMENT ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE CYPRESS CREEK OF HILLSBOROUGH COUNTY COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.

WHEREAS, the Cypress Creek of Hillsborough County Community Development District ("District") Board of Supervisors (the "Board") previously adopted Resolution 2018-____, entitled

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS CREEK OF HILLSBOROUGH COUNTY COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THE INFRASTRUCTURE IMPROVEMENTS WHICH COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, in accordance with Resolution 2018-____, a preliminary assessment roll has been prepared and all other conditions precedent, as set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 (District Records Office).

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CYPRESS CREEK OF HILLSBOROUGH COUNTY COMMUNITY DEVELOPMENT DISTRICT:

1. There is hereby declared a public hearing to be held at 9:00 A.M., _____, at the offices of Metro Development Group, 2502 North Rocky Point Drive, Suite 1050, Tampa, Florida 33607, for the purpose of hearing comment and

objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file. Interested parties may appear at that hearing or submit their comments in writing prior to the meeting to the office of the District Manager at 15310 Amberly Drive, Suite 175, Tampa, Florida 33647.

2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within Hillsborough County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 26th day of October, 2017.

ATTEST:

CYPRESS CREEK OF HILLSBOROUGH
COUNTY COMMUNITY
DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Mike Lawson,
Chairman, Board of Supervisors

Print Name

EXHIBIT 7.

AGREEMENT FOR TECHNICAL INFORMATION AND PROJECT DATA SERVICES

This Agreement is made and entered into this ____th day of _____, 2017 by and between **HAWK MANAGEMENT COMPANY, LLC**, a Florida limited liability company, 2502 N. ROCKY POINT DRIVE, SUITE 1050, TAMPA, FL 33607, (813) 288-8078 ("CONSULTANT"), and **CYPRESS CREEK OF HILLSBOROUGH COUNTY COMMUNITY DEVELOPMENT DISTRICT** ("CLIENT") on the terms and conditions listed below:

1. PROJECT NAME: CYPRESS CREEK ("PROJECT")

Name of Record Owner of Property (if not CLIENT): 301 Cypress Creek, LLC and
Cypress Creek 2, LLC

2. Legal Description of Property: See Attachment "A" – Legal Description

3. Description of Services to be Performed: See Attachment "B" – Scope of Services

A. FEE:

The fee for providing the requested service shall be: (A) ____ (B) ____ (C) X

(A) A Lump Sum Charge of: _____

(B) An Upset Limit Amount of: _____

(C) Other: (See Exhibit "C") _____

Note: Fees outlined in this Agreement are subject to change after 12 months from the date of execution of this Agreement.

CLIENT:
CYPRESS CREEK
OF HILLSBOROUGH COUNTY
COMMUNITY DEVELOPMENT DISTRICT

CONSULTANT:
HAWK MANAGEMENT COMPANY, LLC

Signature: _____

Signature: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

PROVISIONS

1. **Scope of Services:** This Agreement provides for the performance of services referred to as “Scope of Services” (See Exhibit “B”). The services to be performed are limited to these services explicitly stated in the Agreement. Any services that are requested and agreed upon which are not covered in this Agreement shall be considered “Additional Services” and shall entitle CONSULTANT to additional compensation. The details of the method and manner for performance of the services by the CONSULTANT shall be under its own control, CLIENT being interested only in the results thereof.
2. **Authorization to Proceed:** Unless stated otherwise in the Agreement, the CONSULTANT’s and CLIENT’s execution of this Agreement will constitute authorization to proceed with the work.
3. **Billing And Payment:** Provided that an Invoice is received in accordance with Exhibit “C” by CLIENT not later than the Twenty-fifth day of a month, CLIENT shall make payment of the certified amount to the CONSULTANT not later than the Twentieth day of the following month. If an Invoice is received by CLIENT after the application date fixed above, payment shall be made by CLIENT not later than Forty-five (45) days after CLIENT receives the Invoice. However, notwithstanding the forgoing, CLIENT is not obligated to pay CONSULTANT if CLIENT is unable to sale the Bonds contemplated to be issued by the CLIENT. All late payments shall bear interest at the lesser of the rate of 1% per month or the highest rate permissible under applicable law, calculated daily.
4. **Warranties; Limits Of Liability:** CONSULTANT warrants that it shall perform the services: (a) in accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement, (b) using personnel of commercially reasonable skill, experience, and qualifications, and (c) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services. CONSULTANT makes no warranties except for those provided in this Section 4. All other warranties, express or implied, are disclaimed. CONSULTANT’s liability for damages to CLIENT shall not exceed, to the maximum extent permitted by law, the compensation received by CONSULTANT in accordance with this Agreement. The limitations of liability and indemnities apply whether liability arises due to breach of contract or warranty; tort, including negligence, statutory liability, or any other cause of action. This limit shall apply to the officers and employees of CONSULTANT as well as its affiliates, successors and assigns. In no event shall CONSULTANT be liable to CLIENT or to any third party for any loss of revenue or profit, or for any consequential, incidental, indirect, exemplary, special or punitive damages arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not CONSULTANT has been advised of the possibility of such damage, and notwithstanding any failure of any agreed or other remedy of its essential purpose.
5. **Third Party Beneficiaries:** This Agreement gives no rights, benefits, etc. to anyone other than the CONSULTANT and CLIENT and both parties agree that there are no third-party beneficiaries.
6. **Governing Law; Venue; Attorney’s Fees:** This Agreement shall be governed in accordance with the laws of the State of Florida, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement, and all contemplated transactions, in any forum other than the state and federal courts of the State of Florida sitting in Hillsborough County. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs. The prevailing party shall also be entitled to recover any attorneys’ fees and costs incurred in litigating the entitlement to attorneys’ fees and costs, as well as in determining or quantifying the amount of attorneys’ fees and costs due to it.
7. **CLIENT’s Reliance:** The CONSULTANT understands and agrees that unless stated otherwise within this Agreement, all information, reports, data, etc. provided by the CONSULTANT or the CONSULTANT’s consultants, agents, etc. will be relied upon by CLIENT as being correct and accurate. CLIENT will not be held responsible for errors, corrections, re-work, etc. that may be required as a result of CLIENT’s reliance upon these documents.
8. **Severability And Survival:** In the event that any provisions of this Agreement are found to be invalid, illegal or unenforceable, the enforceability of all remaining provisions shall not be thereby impaired. Termination of this Agreement, regardless of the cause, shall have no effect on the limitation of liability or indemnities outlined in this Agreement.
9. **No Modification:** No modification to this Agreement shall be valid unless in writing and signed by the parties.

10. **Assignability:** This Agreement is not assignable by either party without the written consent of the other party.
11. **Indemnification:** Each party hereto (“Indemnitor”) agrees to hold harmless, defend and indemnify the other party hereto and its officers, directors, agents, employees, subcontractors and consultants (“Indemnities”) from any and all claims, actions, causes of action, damages and liabilities to the extent arising out of the negligence or intentional misconduct of the Indemnitor or its officers, directors, agents, employees, subcontractors or consultants on the Project.
12. **Term:** The term of this Agreement shall run for a period of one calendar year from the Effective Date and shall automatically renew in one year increments unless terminated as provided for in this Agreement.
13. **Termination:** This Agreement may be terminated for convenience on 60 day written notice or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. If no notice of termination is given, relationships and obligations created by this Agreement except Articles 4, 6, 8, 12 and 14 will be terminated upon completion of all applicable requirements of this Agreement.
14. **CLIENT Supplied Data:** Information, data, studies, plans, etc. provided to CONSULTANT by CLIENT or the CLIENT’s consultants, agents, etc. will be relied upon by CONSULTANT as being accurate and correct. Unless specifically noted in the Scope of Services, CONSULTANT will not verify the accuracy or correctness of these documents and will not be held responsible, in any way, for errors, additional work, etc. brought about by its reliance of these documents.
15. **Entire Agreement:** This Agreement represents the entire, integrated agreement between the parties hereto and supersedes all prior discussions, understandings and agreements, oral or written, between the parties with respect to the subject matter hereto.
16. **Counterparts:** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
17. **Relationship of the Parties:** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Attachment “A” – Legal Description

Attachment "B" – Scope of Services

Services to be performed by the Consultant.

Consultant shall compile, prepare and provide technical information and data to Client regarding the development in connection with the issuance of the bonds. The services of Consultant, as a technical information and project data provider, shall include the following:

- Providing technical information and project data to the various consultants for the Client consisting of District Counsel, Bond Counsel, District Engineer, District Manager, District Financial Advisor, Underwriter and, also the landowner's consultants.
- As may be requested, participating in meetings or conference calls.

The technical information and project data to be provided by the Consultant shall consist primarily of: land use and zoning entitlements, jurisdiction wetland surveys, boundary surveys, legal descriptions and sketches, project site plans and site maps, project description and marketing information, to the extent applicable project permitting information consisting of Army Corps of Engineers permits, water management district environmental resource permits, water management district water use permits, FDH permits for potable water, FDEP permits for sanitary sewer, county approved construction plans for water management control, water, sewer, reclaimed water, grading, drainage and roadways, landscape, hardscape and recreational facilities. Consultant shall also provide cost-to-complete information consisting of, but not limited to, contractor bids and/or contracts for the public infrastructure improvements for water management control, roadways, potable water, sanitary sewer, reclaimed water, undergrounding of electrical, landscape, hardscape, professional civil engineering, geotechnical engineering, environmental engineering, permitting and utility capacity fees.

Services not to be performed by the Consultant.

Consultant is merely providing and being compensated for providing technical information and project data to Client and Client's various consultants. Under no circumstances will Consultant provide or be compensated for providing any work or service that could be construed, in any manner, to be advisory or recommendatory in regard to any bond related documents and reports prepared by the Client's various consultants pertaining to the bonds.

Attachment "C" — Method of Compensation

The Client shall pay to Consultant, as a fee for services rendered pursuant to Attachment "B", the sum of \$25,000 per initial Bond issue and the sum of \$15,000 per subsequent Bond issue. Such fee shall be paid by the Client to Consultant from the proceeds derived by the District from the sale of the Bonds and, if the Bonds are not sold, then no fees shall be paid by the Client for services rendered pursuant to the Attachment "B".

The forgoing fee shall not include actual out of pocket expenses incurred by Consultant in connection with services rendered hereunder, which amount shall be billed but payable from the proceeds of the Bonds, when, as and if issued.



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