

Cedar Pointe Community Development District

3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817- 407-723-5900- FAX 407-723-5901

www.cedarpointecdd.com

The meeting of the Board of Supervisors of **Cedar Pointe Community Development District** will be held on **Thursday, January 19, 2023, at 11:15 a.m. 14785 Old St. Augustine Road, Suite 3, Jacksonville, FL, 32258**. The following is the proposed agenda for this meeting.

Call in number: 1-844-621-3956

Passcode: 790 562 990 #

<https://pfmgroup.webex.com/meet/carvalhov>

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
- Roll Call
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
- 1. Administration of Oath of Office to Newly Elected Board Members

General Business Matters

2. Consideration of the Minutes of the August 17, 2022, Auditor Selection Committee Meeting
3. Consideration of the Minutes of the August 17, 2022, Board of Supervisors Meeting
4. Review and Consideration of Resolution 2023-01, Adopting Record Retention Policy
5. Review and Consideration of Resolution 2023-02, Electing District Officers
6. Ratification of Grau & Associates Engagement Letter for FY 2022 Audit
7. Ratification of Land Deed Conveyance Regarding Road Widening Project
8. Ratification of Payment Authorization Nos. 137 – 144, 146 – 155
9. Review of District Financial Statements

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager
- Audience Comments
- Supervisors Requests

Adjournment



**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Administration of Oath of Office to Newly
Elected Board Members

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF THE CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the Cedar Pointe Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of the August 17,
2022, Auditor Selection Committee Meeting

MINUTES OF MEETING

**Cedar Pointe Community Development District
Auditor Selection Committee Meeting
14785 Old St. Augustine Road, Suite 3, Jacksonville, FL 32258
Wednesday, August 17, 2022, at 11:00 a.m.**

Present and constituting a quorum:

Kelly White	Committee Member
James Stowers	Committee Member
Andy Hagan	Committee Member
Susan Calvo	Committee Member (joined 11:19 a.m. via phone)

Also present were:

Vivian Carvalho	District Manager-PFM Group Consulting LLC	
Venessa Ripoll	District Manager-PFM Group Consulting LLC	(via phone)
Amy Champagne	PFM Group Consulting LLC	(via phone)
Don Hasenbank	PFM Group Consulting LLC	(via phone)
Tucker Mackey	District Counsel- Kutak Rock LLP	(via phone)
Mike Veazey	ICI Homes	

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order

This meeting was called to order at 11:16 a.m. and roll call was initiated. Ms. Carvalho proceeded with roll call and confirmed quorum to proceed with meeting. Those in attendance are outlined above.

Public Comment Period

There were no comments by the public present or via phone.

SECOND ORDER OF BUSINESS

Business Matters

Review of Auditing Services Proposals

- **Berger, Toombs, Elam, Gaines & Frank**
- **Grau & Associates**

Ms. Carvalho noted that there were 2 companies that submitted proposals; Berger & Toombs and Grau & Associates. The rankings are as follows:

Grau & Associates: 98.0
Berger, Toombs, Elam, Gaines & Frank: 100

It was mentioned that the current Auditor is Grau & Associates. Ms. White suggested a motion to accept the ranking as presented.

On MOTION by Ms. White, seconded by Mr. Stowers, with all in favor, the Auditor Selection Committee accepted the Auditor company ranking as presented.

THIRD ORDER OF BUSINESS

Adjournment

There were no other questions or comments. Ms. Carvalho requested a motion to adjourn.

On MOTION by Mr. Stowers, seconded by Ms. Calvo, with all in favor, the August 17, 2022, Auditor Selection Committee Meeting for the Cedar Pointe Community Development District was adjourned at 11:20 a.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of the August
17, 2022, Board of Supervisors Meeting

MINUTES OF MEETING

CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES

Wednesday, August 17, 2022 at 11:00 a.m.

**14785 Old St. Augustine Road, Suite 3,
Jacksonville, FL 32258**

Board Members present at roll call in person via speaker phone:

Kelly White	Chairperson	
James Stowers	Vice Chairperson	
Andy Hagan	Assistant Secretary	
Susan Calvo	Assistant Secretary	(via phone)

Also present were:

Vivian Carvalho	District Manager-PFM Group Consulting LLC	
Venessa Ripoll	District Manager-PFM Group Consulting LLC	(via phone)
Amy Champagne	PFM Group Consulting LLC	(via phone)
Don Hasenbank	PFM Group Consulting LLC	(via phone)
Tucker Mackey	District Counsel- Kutak Rock LLP	(via phone)
Mike Veazey	ICI Homes	

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll

The meeting was called to order at 11:21 a.m. Ms. Carvalho proceeded with roll call and confirmed quorum to proceed with meeting. Those in attendance are outlined above.

Public Comment Period

There were no members of the public present or via speakerphone.

SECOND ORDER OF BUSINESS

General Business Matters

**Review of Auditor Selection
Committee Rankings & Selection
of Auditor**

Ms. Carvalho stated that the Auditor Selection Committee decided to proceed with the rankings suggested by management. Berger & Toombs was ranked #1 and Grau & Associates was ranked #2.

ON MOTION by Mr. Hagan, seconded by Ms. White, with all in favor, the Board approved the Auditor Selection Committee Rankings & Selection of Auditor and to proceed with an engagement letter with Berger & Toombs.

**Consideration of Minutes of the
April 21, 2022, Board of
Supervisors' Meeting**

The Board reviewed the minutes.

ON MOTION by Ms. White, seconded by Mr. Stowers, with all in favor, the Board approved the Minutes of the April 21, 2022, Board of Supervisors' Meeting.

**Consideration of Minutes of the
April 21, 2022, Auditor Selection
Committee Meeting**

The Board reviewed the minutes.

ON MOTION by Ms. White, seconded by Ms. Calvo, with all in favor, the Board approved Minutes of the April 21, 2022, Auditor Selection Committee Meeting.

**Letter from Supervisor of
Elections – Duval County**

Ms. Carvalho stated that there are a total of 428 registered voters for the District.

ON MOTION by Ms. White, seconded by Ms. Calvo , with all in favor, the Board accepted the Letter from Supervisor of Elections – Duval County

**Review & Acceptance of Fiscal
Year 2021 Audit Report**

Ms. Carvalho stated that the report has already been reviewed by District staff along with management and has been filed prior to June 30.

ON MOTION by Mr. Stowers, seconded by Mr. Hagan, with all in favor, the Board accepted the Fiscal Year 2021 Audit Report.

**Public Hearing on the Adoption of
the District's Annual Budget**
• **Public Comments and Testimony**
• **Board Comments**
• **Consideration of Resolution
2022-06, Adopting the Fiscal Year
2023 Budget and Appropriating
Funds**

On MOTION by Ms. White, seconded by Mr. Stowers, with all in favor, the Board opened the floor fo the public hearing.

Ms. Carvalho stated that the budget presented is the same one approved by the Board in April, there have been no changes made. There was no one from the public present.

On MOTION by Ms. White, seconded by Mr. Hagan, with all in favor, the Board closed the floor fo the public hearing.

Ms. Carvalho stated that the total net revenue will total \$101,518 for fiscal year 2023. The other appropriating funds weill be added to the resolution which is the exhibit of the obligation for the debt service payments.

On MOTION by Ms. White, seconded by Mr. Stowers, with all in favor, the Board approved Resolution 2022-06, Adopting the Fiscal Year 2023 Budget and Appropriating Funds.

Consideration of Resolution 2022-07, Levying O&M Assessments and Certifying an Assessment Roll

Ms. Carvalho stated that this item is pertaining to the direct bill assessment percentages for the debt service payments. The direct bill percentage allocation will remain at 60%-40% as presented.

On MOTION by Mr. Hagan, seconded by Ms. White, with all in favor, the Board approved Resolution 2022-07, Levying O&M Assessments and Certifying an Assessment.

Consideration of Resolution 2022-08, Adopting the Annual Meeting Schedule for Fiscal Year 2022-2023

Ms. Carvalho stated that they are looking to have this meeting coincide with the other meetings that happen at the same location on a quarterly basis starting in October at 11:15 a.m.

On MOTION by Ms. White, seconded by Mr. Hagan, with all in favor, the Board approved Resolution 2022-08, Adopting the Annual Meeting Schedule for Fiscal Year.

Review and Acceptance of the Stormwater Needs Analysis Report

Ms. Carvalho stated back in April that this is a new procedure that has to be done with all of the Districts' Stormwater water ways. The District Engineer has performed the report and it has been filed with the county where they file it with the state.

On MOTION by Ms. White, seconded by Mr. Hagan, with all in favor, the Board accepted the Stormwater Needs Analysis Report.

Review and Consideration of the Road/Bridge Widening Improvement Agreement

Mr. Veazey stated that there is a section just outside of the right of way on Cedar Pointe Rd that is part of the CDD conservation tract where the City of Jacksonville wants to widen the bridge. The small sliver was purchased for \$200.00.

On MOTION by Ms. White, seconded by Mr. Hagan, with all in favor, the Board accepted the Stormwater Needs Analysis Report.

Ratification of Payment Authorization Nos. 126 - 136

The Board reviewed Payment Authorization Nos. 126 - 136. These have been approved and paid and just need to be ratified.

On MOTION by Mr. Stowers, seconded by Ms. Calvo, with all in favor, the Board ratified Payment Authorization Nos. 126 - 136.

Review of District Financial Statements

The Board reviewed the District Financial Statements as of May 31, 2022.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel- No report

District Engineer- Not present

District Manager- Ms. Carvalho stated the next meeting is scheduled for October 20, 2022 at 11:15 a.m. at this location.

Audience Comments and Supervisors Requests

No comments at this time.

FOURTH ORDER OF BUSINESS

Adjournment

There were no additional items to come before the Board, Ms. Carvalho requested a motion to adjourn the meeting.

On MOTION by Ms. White, seconded by Mr. Hagan, with all in favor, the Thursday, August 17, 2022 Board of Supervisors' Meeting of the Cedar Pointe Community Development District was adjourned at 11:36 a.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of Resolution 2023-
01, Adopting Record Retention Policy

MEMORANDUM

TO: Cedar Pointe Community Development District Board of Supervisors

FROM: Katie Buchanan

DATE: January 19, 2023

RE: Public Records Retention

The purpose of this memorandum and attached resolutions are to update and/or establish the District's Records Retention Policy, including to reflect management of transitory messages and establishment that the electronic record is considered the official record.

The District essentially has two options to ensure compliance with applicable Records Retention laws.

First, the District can adopt the Florida Records Retention Schedules modified to ensure the District is also retaining the records required by federal law and the trust indenture. This option allows for the timely destruction of records while ensuring that the District's policy is in compliance with state and federal laws. Kutak Rock has prepared a resolution that implements this option, and it is attached hereto as **Option 1**.

Second, a District can adopt the Florida Records Retention Schedules as written and adopt a policy that states that the District will not be destroying any records at this point in time, with the exception of Transitory Messages. Kutak Rock has prepared a resolution that implements this option, and it is attached hereto as **Option 2**.

It is important to note that the District could change its Records Retention policy at a later date so long as the District's amendment was consistent with the notice and hearing provisions found in Chapter 190.

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OPTION 1

RESOLUTION 2023-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Cedar Pointe Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Jacksonville, Duval County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the “Policy”) for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

- A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B.** Coordinate the District's records inventory;
- C.** Maintain records retention and disposition forms;
- D.** Coordinate District records management training;
- E.** Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F.** Participate in the development of the District's development of electronic record keeping systems;
- G.** Submit annual compliance statements;
- H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in **Exhibit A**. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic

amendment shall not reduce the retention times set forth in **Exhibit A**. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19th day of January 2023.

ATTEST:

**CEDAR POINTE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: District Amendments to General Records Schedules Established by the Division

Exhibit A

District Amendments to General Records Schedules established by the Division

ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3)

calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

OPTION 2

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Cedar Pointe Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Jacksonville, Duval County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the “Policy”) for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include, but not be limited to, the following:

- A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B.** Coordinate the District's records inventory;
- C.** Maintain records retention and disposition forms;
- D.** Coordinate District records management training;
- E.** Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F.** Participate in the District's development of electronic record keeping systems.
- G.** Submit annual compliance statements;
- H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. Notwithstanding the foregoing, the District shall only retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with *the*

General Records Schedule for State and Local Government Agencies, Item #146, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic change does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19th day of January 2023.

ATTEST:

**CEDAR POINTE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Composite Exhibit A: General Records Schedules, GS1-SL and GS3

Composite Exhibit A

General Records Schedules Established by the Division (GS1-SL and GS3)

[attach, if Option 2 adopted]

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2023-02,
Electing District Officers

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, pursuant to Section 190.006(6), Florida Statutes, as soon as practicable after each election or appointment to the Board of Supervisors (the “Board”), the Board shall organize by electing one of its members as chair and by electing a secretary, and such other officers as the Board may deem necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT:

Section 1. _____ is elected Chairperson

Section 2. _____ is elected Vice Chairman.

Section 3. _____ is elected Secretary.
 _____ is elected Assistant Secretary.
 _____ is elected Assistant Secretary.
 _____ is elected Assistant Secretary.
 _____ is elected Assistant Secretary.
 _____ is elected Assistant Secretary.

Section 4. Jennifer Glasgow is elected Treasurer.

Section 5. Amanda Lane is elected as Assistant Treasurer.

Section 6. All resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 19, DAY of JANUARY, 2023

**CEDAR POINTE
COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

Secretary/Assistant Secretary

Chairman/Vice-Chairman

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Land Deed Conveyance
Regarding Road Widening Project

Prepared by: Real Estate Division, DPW
City of Jacksonville

Return to: Real Estate Division, DPW
214 N Hogan Street, 10th Floor

Project: CEDAR POINTE ROAD BRIDGE RECONSTRUCTION-2019-48
Parcel: 103-C
RE #: 159942-4010

WARRANTY DEED

THIS INDENTURE, made this 17 day of August, 2022 by **Cedar Pointe CDD**, a local unit of special purpose government organized and existing in accordance with Chapter 190, Florida Statutes, whose, hereinafter referred to as the "**Grantor**", whose address is c/o PFM Group Consulting, LLC., 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 to the **CITY OF JACKSONVILLE, a Municipal Corporation**, hereinafter referred to as the "**Grantee**", whose business address is 117 West Duval Street, Jacksonville, FL, 32202.

WITNESSETH: Grantors, for and in consideration of the sum of **TEN DOLLARS** (\$10.00), receipt of which is hereby acknowledged, by these presents do grant, bargain, sell, alien, remise, release, convey, and confirm unto Grantee, its successors and assigns forever, that certain piece, parcel or tract of land in Duval County, Florida described in **Exhibit "A"**, attached hereto:

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND HOLD the same in fee simple forever. Grantors do hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantors have caused these presents to be signed in their names the day and year above written.

Signed and Sealed in Our
Presence:

(Sign) [Signature]
(Print) VIVIAN CARVALHO
(Sign) [Signature]
(Print) Gazmin Kerr

GRANTOR:

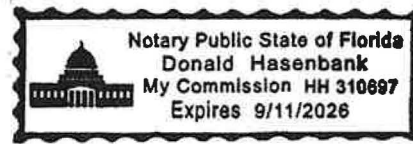
Cedar Pointe Community Development District

(Print) _____
(Title) _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by (☒) physical presence or (☐) online notarization, on this 17th day of August, 2022 by Kelly White, who is (☒) personally known to me or who produced _____ as identification.

D-H
Notary Public, State of Florida
Print Name: Donald Hasenbank
Commission #: HH310697
My Commission Expires: 9/11/2026



FORM APPROVED:

By: _____
Office of General Counsel

PARCEL: 103-C
PROJECT: Cedar Point

CITY OF JACKSONVILLE
REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made this 17 day of August, 20 22, by and between the **CITY OF JACKSONVILLE**, a body politic and an agency of the State of Florida, with an address of 421 Church Street, Jacksonville, Florida 32202, Attn: Christopher Garrett, General Counsel, (the "City") and **CEDAR POINT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing in accordance with Chapter 190, Florida Statutes, whose address is c/o Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817 (the "Seller"). (City and the Seller are sometimes hereinafter individually referred to as a "Party" or collectively as the "Parties").

RECITALS:

Seller is the owner of a certain parcel of real property located in Duval County, Florida, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto (collectively, the "Property"). The City desires the Property as right of way for future construction and maintenance of an authorized roadway and/or related facilities, and the City is required by law to furnish same for such purpose. In lieu of condemnation, Seller desires to sell the Property to the City and the City desires to purchase the Property from Seller upon the terms and conditions hereinbelow set forth.

For and in consideration of the mutual covenants, agreements and Purchase Price set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the City and Seller hereby covenant and agree as follows:

1. **Agreement to Buy and Sell.** In lieu of condemnation, Seller agrees to sell to the City and the City agrees to purchase from Seller the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

2. **Improvements Owned by Others.** The items specified on **Exhibit "B"** attached hereto and incorporated herein by reference herein, are **NOT** included in this Agreement and are not a part of the Property (a separate offer may be made for these items): N/A

3. **Purchase Price and Total Consideration Paid.** The total compensation to be paid by the City at Closing and only in the event of closing shall be **TWO HUNDRED DOLLARS AND NO/100 (\$200.00)** and is inclusive of the following:

1.	Land and Improvements Parcel 103-C	\$ <u>200.00</u>
2.	Taxes (to be calculated when closing date set)	\$ TBD
3.	Total Amount Paid by City	\$ <u>200.00</u>

At Closing, the City shall also pay: (i) the costs of recording the Deed delivered hereunder; (ii) the costs of any environmental studies or other due diligence surveys by Authority; and (iii) if obtained, title insurance policy premium, including endorsements, and related title expenses pertaining to the owner's title commitment. At Closing the Seller shall pay all costs to prepare and record any documents necessary to cure any title defect. The Deed shall be executed and delivered in lieu of condemnation and shall include a caption that it is not subject to documentary stamp tax. Except as provided above, each Party shall pay its

own attorney's or other consultants. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Duval County, Florida.

4. **Conditions and Limitations.**

1. This Agreement may be subject to the final approval of the City Board of Commissioners. Closing shall occur within sixty (60) days after final Board approval, if Board approval is required, on a date specified by the City upon not less than ten (10) days' written notice to Seller, but no later than TBD, 2022, unless extended mutual agreement in writing signed by the Parties (the "Closing Date"), at the offices of the City's attorney or designated title company or any other place which is mutually acceptable to the Parties. Without limiting the foregoing, Closing may take place by mail or courier.

2. Seller is responsible for all taxes due on the property up to, but not including, the day of closing in accordance with Section 196.295, Florida Statutes. At Closing, Seller will pay to the City or the closing agent, by credit to the Purchase Price or otherwise, Seller's pro rata share of all taxes, assessments and charges as determined by the Duval County Property Appraiser, the Duval County Tax Collector and/or other applicable governmental authority.

3. Seller is responsible for delivering marketable title to City. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to City ("Permitted Exceptions"). Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller. Title shall transfer as of the Closing Date and Seller shall deliver possession of the Property to the City at Closing free of any tenancies, occupants or personal property.

4. At the Closing, Seller shall execute and deliver to the City a Statutory Warranty Deed (the "Deed") in substantially the form and content attached hereto as **Exhibit "C"** and incorporated herein by reference, conveying marketable record title to the Property to the City, subject only to the Permitted Exceptions. In the event any mortgage, lien or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Seller, such mortgage, lien or encumbrance shall, at the City's election, be satisfied and paid with the proceeds of the Purchase Price.

5. If ownership of the Property is held in a partnership, limited partnership, corporation, trust or any form of representative capacity specified in **Section 286.23, Florida Statutes**, Seller shall execute and deliver an affidavit in substantially the form and content attached hereto as **Exhibit "D"** and incorporated herein by reference, if applicable. Seller shall also execute a closing statement, an owner's affidavit including matters referenced in **Section 627.7842(b), Florida Statutes**, and such other documents as needed to convey marketable record title as provided.

6. Seller and City agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the Parties.

5. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed at the address first set forth above or as designated in a written notice given in accordance with this paragraph.

6. **General Provisions.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by Seller and the City. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Seller and the City do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the courts of Duval County, Florida. **TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

7. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed a written offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.

8. **Waiver of Jury Trial.** SELLER AND THE CITY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE DEEMED TO WAIVE SELLER'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

9. **No Representation or Warranty of Facilities.** Seller acknowledges and agrees that this Agreement is not contingent upon City's construction of any specific transportation facilities or improvements and the design and location of any contemplated or proposed transportation facilities are not guaranteed.

10. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either the City or Seller execute this Agreement.

11. **Release of City.** By execution of this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deed, Seller shall thereby release and discharge the City, of and from all, and all manner of causes of action, suits, claims, damages, judgments, in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against the City, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Seller's conveyance of the Property to the City, including, without limitation, any claim for loss of access to Seller's remaining property, severance

damages to Seller's remaining property, business damages or any other damages. Nothing herein shall be deemed to release City from its obligations or liabilities under this Agreement. A covenant shall be contained in the deed acknowledging Seller's agreement to the foregoing.

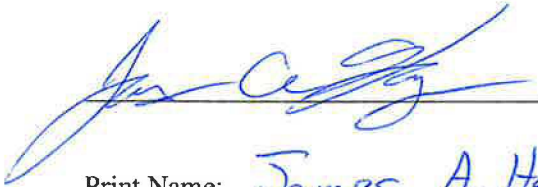
12. **Special Conditions.** See **Exhibit "E"** attached hereto and incorporated herein. (if applicable)

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date first above written.

WITNESSES:



Print Name: James Staves


Print Name: James A. Hagen

WITNESSES:

Print Name: _____

Print Name: _____

"SELLER"

**CEDAR POINT COMMUNITY
DEVELOPMENT DISTRICT**

By: Kerry White

Date: 8/17/22

"CITY"

CITY OF JACKSONVILLE

CITY, a body politic and an agency of the state,
under the laws of the State of Florida

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM FOR
EXECUTION BY A SIGNATORY OF
THE CITY OF JACKSONVILLE

General Counsel:

By: _____

Date: _____

103-C



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
			-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

103-C



**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment
Authorization Nos. 137-144, 145-155

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 137

6/16/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	PFM Group Consulting LLC Dissemination Fee S2005A: 04/01/22-06/30/22	120341	\$ 1,250.00
TOTAL			\$ 1,250.00

Vivian Carvalho

Secretary/Assistant Secretary

Kelly White

Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 137

6/16/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	PFM Group Consulting LLC Dissemination Fee S2005A: 04/01/22-06/30/22	120341	\$ 1,250.00
TOTAL			\$ 1,250.00

Vivian Carvalho

Secretary/Assistant Secretary

Kelly White

Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 138

6/23/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	Jacksonville Daily Record Legal Advertising on 06/16/22	22-03875D	\$ 488.00

TOTAL	\$ 488.00
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Secretary/Assistant Secretary



Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 139

7/14/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	Charles Aquatics, Inc. Lake Maintenance: July 2022	45592	\$ 1,326.00
2	Jacksonville Daily Record Legal Advertising Through 07/07/22	22-04163D	\$ 272.00
3	Kutak Rock District Counsel Through 05/31/22	3068619	\$ 830.06
4	PFM Group Consulting LLC District Management Fee: July 2022	DM-07-2022-09	\$ 1,666.67

TOTAL	\$ 4,094.73
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Secretary/Assistant Secretary



Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 141

8/4/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	Charles Aquatics, Inc. Lake Maintenance: August 2022	45823	\$ 1,326.00
2	Jacksonville Daily Record Legal Advertising Through 08/04/22	22-04843D	\$ 272.00
3	Kutak Rock District Counsel Through 06/30/22	3082880	\$ 22.50
4	VGlobalTech Monthly Website Fee: June 2022 Quarter 2 ADA Audit Monthly Website Fee: July 2022 Monthly Website Fee: August 2022	3973 4037 4104 4183	\$ 110.00 \$ 300.00 \$ 110.00 \$ 110.00
5	Yellowstone Landscape Landscape Maintenance: May 2022 Landscape Maintenance: June 2022 Landscape Maintenance: July 2022	JAX 383355 JAX 388507 JAX 411895 B	\$ 764.85 \$ 764.85 \$ 764.85

TOTAL	\$ 4,545.05
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Secretary/Assistant Secretary



Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 142

8/11/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	Yellowstone Landscape Landscape Maintenance: August 2022	JAX 411901 B	\$ 764.85

TOTAL	\$ 764.85
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Secretary/Assistant Secretary



Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 143

8/18/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	Supervisor Fees: Meeting 08/17/2022 Susan Calvo	--	\$ 200.00

TOTAL	\$ 200.00
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Vivian Carvalho

Secretary/Assistant Secretary

Kathy White

Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 144

8/25/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	PFM Group Consulting District Management Fee: August 2022	DM-08-2022-09	\$ 1,666.67
TOTAL			\$ 1,666.67

Vivian Carvalho

Secretary/Assistant Secretary

Kelley White

Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 146
9/8/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	Charles Aquatics, Inc. Lake Maintenance: September 2022	46055	\$ 1,326.00
2	Kutak Rock District Counsel Through 07/31/22	3097056	\$ 334.00
3	PFM Group Consulting Postage: August 2022	OE-EXP-09-2022-07	\$ 1.14

TOTAL	\$ 1,661.14
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Secretary/Assistant Secretary



Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 147

9/15/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	Egis Insurance & Risk Advisors FY 2023 Insurance	16715	\$ 7,236.00
2	PFM Group Consulting District Management Fee: September 2022	DM-09-2022-009	\$ 1,666.63
3	VGlobalTech Monthly Website Fee: September 2022	4263	\$ 110.00

TOTAL	\$ 9,012.63
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Secretary/Assistant Secretary

Kelley White
Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 148

9/29/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	Kutak Rock District Counsel Through 08/31/22	3110620	\$ 384.00
2	PFM Group Consulting Dissemination Fee S2005A: 07/01/22-09/30/22	121700	\$ 1,250.00

TOTAL	\$ 1,634.00
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Secretary/Assistant Secretary



Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 149

10/6/2022

Item No.	Payee	Invoice Number	General Fund FY 2022	General Fund FY 2023
1	Charles Aquatics, Inc. Lake Maintenance: October 2022	46306		\$ 1,326.00
2	PFM Group Consulting Tax Roll Preparation and Submission: FY 2023	121946		\$ 5,000.00
	District Management Fee: October 2022	DM-10-2022-09		\$ 1,666.67
Subtotal			\$ -	\$ 7,992.67
TOTAL			\$7,992.67	

Secretary/Assistant Secretary



Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 150

10/13/2022

Item No.	Payee	Invoice Number	General Fund FY 2022	General Fund FY 2023
1	Belet's Painting & Maintenance Tidewater Monument Sign Pressure Wash/Paint	19922	\$ 625.00	
2	Jacksonville Daily Record Legal Advertising on 10/13/22	22-06590D		\$ 69.50
Subtotal			\$ 625.00	\$ 69.50
TOTAL			\$694.50	

Secretary/Assistant Secretary



Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 151

10/20/2022

Item No.	Payee	Invoice Number	General Fund FY 2022	General Fund FY 2023
1	Yellowstone Landscape			
	Landscape Maintenance: September 2022	JAX 425639 B	\$ 764.85	
	Landscape Maintenance: October 2022	JAX 444054 B		\$ 764.85
Subtotal			\$ 764.85	\$ 764.85
TOTAL			\$1,529.70	

Secretary/Assistant Secretary



Chairperson


**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 152

10/27/2022

Item No.	Payee	Invoice Number	General Fund FY 2022	General Fund FY 2023
1	GNP Services, CPA, PA Rebatable Arbitrage Through May 31, 2022	7081	\$ 1,000.00	
Subtotal			\$ 1,000.00	\$ -
TOTAL			\$1,000.00	

Secretary/Assistant Secretary



Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 153

11/3/2022

Item No.	Payee	Invoice Number	General Fund FY 2023
1	Charles Aquatics, Inc. Lake Maintenance: November 2022	46544	\$ 1,326.00
2	Department of Economic Opportunity FY 2023 Special District Fee	86802	\$ 175.00
3	US Bank Trustee Fees S2005A 10/01/22-09/30/23	6706979	\$ 3,717.38

TOTAL	\$5,218.38
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Secretary/Assistant Secretary



Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 154

12/1/2022

Item No.	Payee	Invoice Number	General Fund FY 2023
1	Kutak Rock District Counsel Through 10/31/22	3141469	\$ 58.00
2	PFM Group Consulting District Management Fee: November 2022	DM-11-2022-09	\$ 1,666.67
3	Yellowstone Landscape Landscape Maintenance: November 2022 Annual Installation - Fall/Winter Rotation	JAX 459102 B JAX 459294 A	\$ 764.85 \$ 423.23

TOTAL

~~**\$2,912.75**~~

\$ 2,147.90

Secretary/Assistant Secretary



Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 155

12/8/2022

Item No.	Payee	Invoice Number	General Fund FY 2023
1	Charles Aquatics, Inc. Lake Maintenance: December 2022	46771	\$ 1,326.00
2	Yellowstone Landscape Annual Installation - Fall/Winter Rotation	JAX 459294 B	\$ 141.08

TOTAL	\$1,467.08
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Vivian Carvalho

Secretary/Assistant Secretary

Kerry White

Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financials

Cedar Pointe CDD
Statement of Financial Position
As of 12/31/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$110,788.92				\$110,788.92
State Board of Administration	8,557.76				8,557.76
Assessments Receivable	29,298.66				29,298.66
Assessments Receivable		\$149,706.45			149,706.45
Due From Other Funds		31,265.62			31,265.62
Debt Service Reserve 2005A		254,349.97			254,349.97
Revenue 2005A		291,021.61			291,021.61
Prepayment 2005A		2,589.41			2,589.41
Acquisition/Construction 2005A			\$2,370.21		2,370.21
Deferred Cost 2005A			111,746.65		111,746.65
Total Current Assets	<u>\$148,645.34</u>	<u>\$728,933.06</u>	<u>\$114,116.86</u>	<u>\$0.00</u>	<u>\$991,695.26</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$547,960.99	\$547,960.99
Amount To Be Provided				3,227,039.01	3,227,039.01
Total Investments		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,775,000.00</u>	<u>\$3,775,000.00</u>
Total Assets	<u><u>\$148,645.34</u></u>	<u><u>\$728,933.06</u></u>	<u><u>\$114,116.86</u></u>	<u><u>\$3,775,000.00</u></u>	<u><u>\$4,766,695.26</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$42,069.32				\$42,069.32
Deferred Revenue	29,298.66				29,298.66
Deferred Revenue		\$149,706.45			149,706.45
Total Current Liabilities	<u>\$71,367.98</u>	<u>\$149,706.45</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$221,074.43</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable LongTerm				\$3,775,000.00	\$3,775,000.00
Total Long Term Liabilities		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,775,000.00</u>	<u>\$3,775,000.00</u>
Total Liabilities	<u><u>\$71,367.98</u></u>	<u><u>\$149,706.45</u></u>	<u><u>\$0.00</u></u>	<u><u>\$3,775,000.00</u></u>	<u><u>\$3,996,074.43</u></u>

Cedar Pointe CDD
Statement of Financial Position
As of 12/31/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<u>Net Assets</u>					
Net Assets, Unrestricted	\$254,295.36				\$254,295.36
Net Assets - General Government	(217,235.14)				(217,235.14)
Current Year Net Assets - General Government	40,217.14				40,217.14
Net Assets, Unrestricted		\$437,707.61			437,707.61
Current Year Net Assets, Unrestricted		141,519.00			141,519.00
Net Assets, Unrestricted			\$112,345.02		112,345.02
Current Year Net Assets, Unrestricted			1,771.84		1,771.84
Total Net Assets	<u>\$77,277.36</u>	<u>\$579,226.61</u>	<u>\$114,116.86</u>	<u>\$0.00</u>	<u>\$770,620.83</u>
Total Liabilities and Net Assets	<u>\$148,645.34</u>	<u>\$728,933.06</u>	<u>\$114,116.86</u>	<u>\$3,775,000.00</u>	<u>\$4,766,695.26</u>

Cedar Pointe CDD
Statement of Activities
As of 12/31/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<u>Revenues</u>					
On-Roll Assessments	\$63,361.24				\$63,361.24
Off-Roll Assessments	8,859.65				8,859.65
On-Roll Assessments		\$253,227.93			253,227.93
Inter-Fund Group Transfers In		(1,105.90)			(1,105.90)
Inter-Fund Transfers In			\$1,105.90		1,105.90
Total Revenues	<u>\$72,220.89</u>	<u>\$252,122.03</u>	<u>\$1,105.90</u>	<u>\$0.00</u>	<u>\$325,448.82</u>
<u>Expenses</u>					
Public Official Insurance	\$3,147.00				\$3,147.00
Trustee Services	3,717.38				3,717.38
District Management	5,000.01				5,000.01
Dissemination Agent	1,250.00				1,250.00
District Counsel	58.00				58.00
Assessment Administration	5,000.00				5,000.00
Legal Advertising	69.50				69.50
Contingency	3,500.00				3,500.00
Dues, Licenses, and Fees	175.00				175.00
General Insurance	4,089.00				4,089.00
Lake Maintenance	3,978.00				3,978.00
Landscaping Maintenance & Material	2,094.01				2,094.01
Miscellaneous	7.20				7.20
Principal Payment		\$10,000.00			10,000.00
Interest Payments		101,721.88			101,721.88
Total Expenses	<u>\$32,085.10</u>	<u>\$111,721.88</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$143,806.98</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$81.35				\$81.35
Interest Income		\$1,118.85			1,118.85
Interest Income			\$665.94		665.94
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$81.35</u>	<u>\$1,118.85</u>	<u>\$665.94</u>	<u>\$0.00</u>	<u>\$1,866.14</u>
Change In Net Assets	\$40,217.14	\$141,519.00	\$1,771.84	\$0.00	\$183,507.98
Net Assets At Beginning Of Year	<u>\$37,060.22</u>	<u>\$437,707.61</u>	<u>\$112,345.02</u>	<u>\$0.00</u>	<u>\$587,112.85</u>
Net Assets At End Of Year	<u><u>\$77,277.36</u></u>	<u><u>\$579,226.61</u></u>	<u><u>\$114,116.86</u></u>	<u><u>\$0.00</u></u>	<u><u>\$770,620.83</u></u>

Cedar Pointe Community Development District
 Budget to Actual
 For the Month Ending 12/31/2022

	Actual	Year To Date Budget	Variance	Adopted FY 2023 Budget
<u>Revenues</u>				
Assessments	\$ 72,220.89	\$ 25,379.50	\$ 46,841.39	\$ 101,518.00
Net Revenues	\$ 72,220.89	\$ 25,379.50	\$ 46,841.39	\$ 101,518.00
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ -	\$ 800.00	\$ (800.00)	\$ 3,200.00
District Counsel	58.00	775.00	(717.00)	3,100.00
Audit Fees	-	1,025.00	(1,025.00)	4,100.00
Arbitrage	-	250.00	(250.00)	1,000.00
Assessment Administration	5,000.00	1,250.00	3,750.00	5,000.00
Dissemination	1,250.00	1,250.00	-	5,000.00
Trustee	3,717.38	937.50	2,779.88	3,750.00
District Management Fees	5,000.01	5,000.00	0.01	20,000.00
Reamortization Schedule	-	62.50	(62.50)	250.00
General Insurance	4,089.00	1,070.00	3,019.00	4,280.00
Public Official Insurance	3,147.00	823.25	2,323.75	3,293.00
Legal Advertising	69.50	250.00	(180.50)	1,000.00
Website Maintenance	-	630.00	(630.00)	2,520.00
Dues, Licenses & Fees	175.00	43.75	131.25	175.00
Landscape Maintenance	2,094.01	2,500.00	(405.99)	10,000.00
Lake Maintenance	3,978.00	4,000.00	(22.00)	16,000.00
Maintenance of Trees/Wetlands	-	250.00	(250.00)	1,000.00
Electric	-	187.50	(187.50)	750.00
Office Misc (Phone / Postage / Travel)	7.20	87.50	(80.30)	350.00
Contingency (Repairs / Maintenance / Improvements / Misc)	3,500.00	4,187.50	(687.50)	16,750.00
Total General & Administrative Expenses	\$ 32,085.10	\$ 25,379.50	\$ 6,705.60	\$ 101,518.00
Total Expenses	\$ 32,085.10	\$ 25,379.50	\$ 6,705.60	\$ 101,518.00
Income (Loss) from Operations	\$ 40,135.79	\$ -	\$ 40,135.79	\$ -
<u>Other Income (Expense)</u>				
Interest Income	\$ 81.35	\$ -	81.35	\$ -
Total Other Income (Expense)	\$ 81.35	\$ -	\$ 81.35	\$ -
Net Income (Loss)	\$ 40,217.14	\$ -	\$ 40,217.14	\$ -

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Staff Reports