



**WINDING CYPRESS
COMMUNITY DEVELOPMENT
DISTRICT**

**COLLIER COUNTY
REGULAR BOARD MEETING
MAY 2, 2023
1:00 P.M.**

**Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410**

www.windingcypresscdd.org

561.630.4922 Telephone

877.SDS.4922 Toll Free

561.630.4923 Facsimile

AGENDA
WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT
Clubhouse at Winding Cypress
7180 Winding Cypress Drive
Naples, Florida 34114
REGULAR BOARD MEETING
May 2, 2023
1:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish a Quorum
- D. Additions or Deletions to Agenda
- E. Review Public Comment Policy.....Page 2
- F. Comments from the Public for Items Not on the Agenda
- G. Approval of Minutes
 - 1. April 4, 2023 Regular Board Meeting.....Page 5
- H. Old Business
- I. New Business
 - 1. Review CDD-HOA Maintenance Agreement.....Page 8
 - 2. Discussion Regarding French Drains
 - 3. Consider Lake Bank Repairs Proposal.....Page 19
 - 4. Consider Resolution No. 2023-05 – Adopting a Fiscal Year 2023/2024 Proposed Budget.....Page 20
- J. Administrative Matters
 - 1. Manager’s Report
 - 2. Engineer’s Report
 - 3. Attorney’s Report
- K. Board Members Comments
- L. Adjourn

Public Notice

04/24/2023

Share

Print

NOTICE OF BOARD MEETING OF THE WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT The Board of Supervisors of the Winding Cypress Community Development District (the District) will hold a Board Meeting on May 2, 2023, at 1:00 p.m. at the Clubhouse at Winding Cypress located at 7180 Winding Cypress Drive, Naples, Florida 34114. The Board Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Board Meeting may be continued in progress without additional notice to a time, date, and location stated on the record. A copy of the agenda for the Board Meeting may be obtained from the District's website or from the District Manager, Special District Services, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410. There may be occasions when one or more Supervisors will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this Board Meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922. 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. A person who decides to appeal any decision made at this Board Meeting with respect to any matter considered at the Board Meeting is advised that 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. Meetings may be cancelled from time to time without advertised notice. WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT
www.windingcypresscdd.org Apr 24, 2023 #5672375

RESOLUTION 2015-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Winding Cypress Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Unincorporated Collier County, Florida; and

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

WHEREAS, Section 286.0114, Florida Statutes, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

WHEREAS, Section 286.0114, Florida Statutes, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; 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 policy (the "**Public Comment Policy**") for immediate use and application.

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

SECTION 1. DESIGNATING PUBLIC COMMENT PERIODS. The District's Chairperson, his or her designee, or such other person conducting a District meeting ("**Presiding Officer**"), shall ensure that there is at least one period of time ("**Public Comment Period**") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

- a) An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.

- b) Speakers shall be permitted to address any agenda item or non-agenda matter(s) of personal or general concern, during the initial Public Comment Period.
- c) Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker's time.
- d) The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, Florida Statutes. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

SECTION 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD. Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to proving any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such Sections to District workshops.

SECTION 3. PUBLIC DECORUM. The following policies govern public decorum at public meetings and workshops:

- a) Each person addressing the Board shall proceed to the place assigned for speaking, and should state his or her name and address in an audible tone of voice for the public record.
- b) All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.

- c) Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior, and from making vulgar or threatening remarks. Speakers shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.
- d) In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:
- i. The Presiding Officer may declare a recess.
 - ii. The Presiding Officer may contact the local law enforcement authority.
 - iii. In case the person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, Florida Statutes, or other applicable law.

SECTION 4. EXCEPTIONS. The Board recognizes and may apply all applicable exceptions to Section 286.0114, including those set forth in Section 286.0114(3) and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

SECTION 5. SEVERABILITY. 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. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed. Furthermore, upon its passage this Resolution supersedes any Public Comment Policy previously adopted by the District.

PASSED AND ADOPTED this 22nd day of September, 2015.

ATTEST:

**WINDING CYPRESS COMMUNITY
DEVELOPMENT DISTRICT**



Secretary/Assistant Secretary



Chairman

**WINDING CYPRESS
COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 4, 2023**

A. CALL TO ORDER

The April 4, 2023, Regular Board Meeting of the Winding Cypress Community Development District (the “District”) was called to order at 1:00 p.m. at the Clubhouse at Winding Cypress located at 7180 Winding Cypress Drive, Naples, Florida 34114.

B. PROOF OF PUBLICATION

Proof of publication was presented that Notice of the Regular Board Meeting had been published in the *Naples Daily News* on March 24, 2023, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

Chairman	Scott Brooks	Absent
Vice Chairman	Patrick Butler	Present
Supervisor	Laura Ray	Present
Supervisor	Patrick Ciriello	Present
Supervisor	Alex Petrovsky	Present

Also present were the following Staff members:

District Manager	Michelle Krizen	Special District Services, Inc.
District Counsel	Alyssa Willson via phone	Kutak Rock
District Engineer	Josh Evans	J.R. Evans Engineering, P.A.

Also present were the following:

Scott Spitzer	Dr. James Verbist
Russ Glover	Michael Merola
Michael Boriss	B.C. Bell
John and Diane Jenson	

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Petrovsky request the addition of the following items under Board Member Comments: GPS Update, Stormwater Needs Analysis Update, Parcel Update and Engineering Terms Defined

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

Dr. Verbist expressed concern over the possibility of Mr. Petrovsky being commissioned by the HOA to work on an engineering solution to the French Drains that differ from that provided and recommended by the District Engineer. Mr. Petrovsky stated he was not an engineer, not commissioned by the HOA and he refutes this allegation. Mr. Bell, the HOA president, also stated that the HOA did not commission anything. Ms. Willson explained that general participation was allowed in the HOA by Mr. Petrovsky. Any alternative drain solutions would need to be approved by the District Engineer regardless of the source of the design.

F. APPROVAL OF MINUTES

1. February 7, 2023, Regular Board Meeting

The minutes of the February 7, 2023, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. Butler, seconded by Ms. Ray and passed unanimously approving the minutes of the February 7, 2023, Regular Board Meeting, as presented.

G. OLD BUSINESS

There were no Old Business items to come before the Board.

H. NEW BUSINESS

1. Receive, Accept and Discuss Lake Bank Inspection Report (Phases 1-4)

Mr. Evans went over his report. The board had already received a full copy of the report prior to the meeting and maps were included in the meeting packet. Mr. Evans explained the three-color categories. Green is good, yellow is keep an eye on and monitor (less than 8 inches) and red is greater than 8 inches of erosion. The 8-inch standard is used because that is South West Florida Water Management guidelines. Nineteen (19) areas were identified in the report as red, or in need of remediation/repair. Mr. Evans explained there were different ways the repairs could be made based on the nature of the erosion. Sod and coconut matts or an on let box design could be used to remedy the issue. Mr. Evans noted that pool drains were killing grass which could lead to erosion and the pool drains will need to be addressed in the future. The HOA requested that Mr. Evans send them the 15 addresses of homes to have BrightView review. A discussion ensued.

Mr. Jenson provided a list of locations he felt had erosion that was longer than the list provided by Mr. Evans. It was explained that Mr. Jenson was not using a standard (8 inches) and noted anything that looked like erosion to him. Mr. Jenson requested all erosion be remedied. It was explained that due to weather conditions that would be an unrealistic expectation as there are constant changes. The focus of the Board are the ones identified by the District Engineer.

Mr. Boriss, an HOA Board member, was concerned the only schematic used was Mr. Evans and the remedy has already washed away. Mathew Zabnick wanted to see the lank bank walked again. Mr. Evans reminded everyone the banks had passed water management certifications.

Mr. Butler was concerned that spending money on another report would not be fiscally responsible since the District Engineer used industry standards and identified the areas in need of work.

A **motion** was made by Ms. Ray, seconded by Mr. Butler and passed unanimously receiving and accepting the Lake Bank Inspection Report (Phases 1-4), as presented.

I. ADMINISTRATIVE MATTERS

1. Manager's Report

The next meeting is scheduled for May 2, 2023.

2. Engineer's Report

There was no Engineer's Report at this time.

3. Attorney's Report

There was no Attorney's Report at this time.

J. BOARD MEMBER COMMENTS

Mr. Petrovsky questioned 2 parcels: 82679000682 that belongs to the CDD and 82679000242 that belongs to the HOA. Since the properties are across the street from one another, would it be more consistent if they were owned by the same entity. Due to permitting they are correct and need to stay as currently owned

Mr. Petrovsky requested a follow up to an item that was approved at the March 2, 2022, meeting - the GIS mapping of the CDD. Mr. Evans reported that it was almost complete and should be available shortly.

Mr. Petrovsky requested follow-up on the Stormwater Needs Analysis from the March 2, 2022 meeting. This has been completed as required by the State.

The HOA asked about the recharge well that is not working. Mr. Butler explained that FPL needs to power it. FPL is currently working on it with the developer.

K. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 2:11 p.m. on a **motion** made by Ms. Ray, seconded by Mr. Butler and passed unanimously.

Chairman/Vice Chairman

Secretary/Assistant Secretary

Date Approved _____

CDD / HOA MAINTENANCE AGREEMENT

THIS CDD / HOA MAINTENANCE AGREEMENT is made and entered into this 2 day of Nov, 2021, by and between:

Winding Cypress Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida, and whose mailing address is c/o Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 ("**District**"); and

Winding Cypress Homeowners Association, Inc., a Florida not-for-profit corporation, whose address is c/o Southwest Property Management, 1044 Castello Drive, Suite 206, Naples, Florida 34103 ("**Association**").

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Collier County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management improvements and wetlands, and other improvements; and

WHEREAS, the District desires to provide for the operation, maintenance and repair of the improvements described in **Exhibit A** attached hereto ("**Work**"), across the lands owned by the District from time to time ("**Property**"); and

WHEREAS, the Association is a not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, the residents within the community that are served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Work, regardless whether such Work is conducted by the Association or the District; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents and the benefits of fulltime on-site operation and maintenance personnel, the District desires to contract with the Association to provide the Work; and

WHEREAS, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Work and desires to contract with the District to do so in accordance with the terms of this Agreement.

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

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

SECTION 2. SCOPE OF WORK.

- A. **Work.** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work.
- B. **Inspection.** Association shall conduct regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. **Repair and Maintenance.** Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any Work. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. **Investigation and Report of Accidents/Claims.** Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Work. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- E. **Adherence to District Rules, Regulations and Policies.** Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- F. **Care of the District's Improvements.** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.
- G. **Staffing and Billing.** Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Work.
- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's

representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.

- I. **Reports.** The Association agrees to meet with the District's representative no less than one time per quarter to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.

SECTION 3. COMPENSATION. The Association shall provide the Work at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.

SECTION 4. TERM. This Agreement commences on the date first written above and continues through September 30, 2022 ("**Initial Term**"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

SECTION 5. INSURANCE. The Association and its contractors performing any part of the Work shall maintain or cause to be maintained, at its / or their own expense throughout the term of this Agreement, the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- C. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit for bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association and/or its contractors of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

SECTION 8. LIENS AND CLAIMS. The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District property free from any materialmen's or mechanic's liens and claims

or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a "self-help" remedy whereby, in the event of a default by the Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

SECTION 12. TERMINATION. At any time, either party may terminate this Agreement for any reason in its sole discretion and by providing at least sixty (60) days written notice to the other party of its intent to terminate. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the Work contemplated by this Agreement until the District can complete its next regular budget and assessment cycle to incorporate funding into its budget and collect any necessary assessment revenues. Regardless of which party terminates this Agreement, the Association and the District shall cooperate in effectuating – to the extent the District so elects in its sole discretion – a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Work hereunder including warranty documentation.

SECTION 13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency for the operation and maintenance of the District's improvements shall be obtained and paid for by the District.

SECTION 14. ASSIGNMENT. No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to

assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 18. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 20. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 21. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

SECTION 22. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Collier County, Florida.

SECTION 23. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and,

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

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O KATHLEEN MENEELY, SPECIAL DISTRICT SERVICES, INC., THE OAKS CENTER, 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410; PHONE (561) 630-4922, AND E-MAIL KDAILEY@SDSINC.ORG.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

**WINDING CYPRESS COMMUNITY DEVELOPMENT
DISTRICT**

By: Laura A. Ray
Its: Asst. Sect - Supervisor

WINDING CYPRESS HOMEOWNERS ASSOCIATION, INC.

By: SBun
Its: President

EXHIBIT A: Scope of Work

**EXHIBIT A
SCOPE OF WORK**

DISTRICT IMPROVEMENTS

The Association shall operate, maintain and repair the following District stormwater lake improvements located within the below-listed tracts, in accordance with the below-outlined maintenance program.

Tracts "D", "E", "F", "J", "N", "O", "Q", "T" and "U", Winding Cypress Phase One, according to the plat thereof recorded in Plat Book 57 Page 89, Public Records of Collier County;

Tracts "A", "B", "C", "D", "E", "F", "G", and "H", Winding Cypress Phase 2, according to the plat thereof recorded in Plat Book 60 Page 73, Public Records of Collier County Florida LESS AND EXCEPT the portions of Tracts "A", "B", "C", and "D" that were replatted as part of the Winding Cypress Phase 2 Replat according to the plat thereof recorded in Plat Book 62, Page 64, Public Records of Collier County, Florida;

Tract "A", Winding Cypress Phase 2C, according to the plat thereof recorded in Plat Book 60, Page 22, Public Records of Collier County Florida; and

Tracts "A", "L-1", "L-2", "L-3" and "L-4", Winding Cypress Phase 3, according to the plat thereof recorded in Plat Book 65, Page 23, Public Records of Collier County Florida.

MAINTENANCE PROGRAM

The Association shall maintain the improvements located within the above-described District Property with regard to water quality, weed control and related items on a regular and as-needed basis to ensure in compliance with all federal, state, and governmental regulations. The District shall maintain the improvements located within the above-described District Property with regard to lake bank and erosion repairs.

Further, District shall maintain all improvements located within the District preserve tracts more particularly described as:

Tracts "P1", "P2", "P3", "P4", "P5", and "P6", Winding Cypress Phase One, according to the plat thereof recorded in Plat Book 57 Page 89, Public Records of Collier County Florida;

Tracts "P1" and "P2", Winding Cypress Phase 2C, according to the plat thereof recorded in Plat Book 60, Page 22, Public Records of Collier County Florida;

Tracts "P1" and "P2", Winding Cypress Phase 3, according to the plat thereof recorded in Plat Book 65, Page 23, Public Records of Collier County Florida;

Tract "P2", Winding Cypress Phase 2, according to the plat thereof recorded in Plat Book 60 Page 73, Public Records of Collier County Florida; and

Tract "P1", Winding Cypress Phase 2, according to the plat thereof recorded in Plat Book 60
Page 73, Public Records of Collier County Florida LESS AND EXCEPT:

BEGINNING at the southeast corner of said Section 2;
Thence along the south line of said Section 2, North 87°02'48" West 2,717.79 feet to the south ¼ corner of said Section 2;
Thence continue along said line, North 89°27'31" West 233.96 feet to a point on the northerly right-of-way line of U.S. 41 the Tamiami Trail;
Thence along said line North 54°21'26" West 1,371.03 feet;
Thence leaving said line and along the east line of a Florida Power and Light Company Easement Parcel 204 as recorded in Official Record Book 853, page 317, of the Public Records of Collier County, Florida North 00°42'08" East 2,104.09 feet;
Thence leaving said line South 71°34'39" East 91.12 feet;
Thence easterly, 321.79 feet along the arc of a circular curve concave north having a radius of 1,040.00 feet through central angle of 17°43'41" and being subtended by a chord which bears South 80°26'29" East 320.51 feet to a point of reverse curvature;

Thence easterly, 125.73 feet along the arc of a circular curve concave south, having a radius of 920.00 feet through a central angle of 07°49'49" subtended by a chord which bears South 85°23'26" East 125.63 feet;
Thence South 81°28'31" East 366.33 feet;
Thence easterly and northeasterly, 698.72 feet along the arc of a circular curve concave north having a radius of 1,040.00 feet through central angle of 38°29'38" and being subtended by a chord which bears North 79°16'40" East 685.65 feet;
Thence North 60°01'51" East 727.14 feet;
Thence northeasterly, 461.94 feet along the arc of a circular curve concave south having a radius of 960.00 feet through central angle of 27°34'13" and being subtended by a chord which bears North 73°48'57" East 457.50 feet;
Thence North 87°36'05" East 128.48 feet;
Thence South 10°45'11" East 37.41 feet;
Thence South 29°56'12" West 15.55 feet;
Thence westerly, 247.73 feet along the arc of a non-tangential circular curve concave southeast having a radius of 142.58 feet through a central angle of 99°33'07" and being subtended by a chord which bears South 52°03'49" West 217.73 feet;
Thence southerly and southeasterly, 110.80 feet along the arc of a non-tangential circular curve concave east having a radius of 153.59 feet through a central angle of 41°19'57" and being subtended by a chord which bears South 01°52'18" West 108.41 feet;
Thence southeasterly, 77.93 feet along the arc of a non-tangential circular curve concave west having a radius of 10,665.83 feet through a central angle of 00°25'07" and being subtended by a chord which bears South 19°32'39" East 77.93 feet;
Thence southeasterly, 64.47 feet along the arc of a non-tangential circular curve concave west having a radius of 698.50 feet through a central angle of 05°17'17" and being subtended by a chord which bears South 17°06'34" East 64.44 feet;
Thence South 22°30'46" East 157.87 feet;
Thence South 19°42'16" East 154.59 feet;
Thence 173.41 feet along the arc of a non-tangential circular curve concave west having a radius of 1,699.13 feet through a central angle of 05°50'51" and being subtended by a chord which bears South 21°39'50" East 173.33 feet to a point of compound curve;
Thence southerly, 66.06 feet along the arc of a circular curve concave west having a radius of 151.25 feet through central angle of 25°01'24" and being subtended by a chord which bears South 06°13'43" East 65.53 feet;
Thence southeasterly, 76.92 feet along the arc of a non-tangential circular curve concave east having a radius of 78.92 feet through a central angle of 55°50'30" and being subtended by a chord which bears South 21°38'21" East 73.91 feet;

Thence southeasterly, 193.99 feet along the arc of a non-tangential circular curve concave east having a radius of 292.98 feet through a central angle of 37°56'10" and being subtended by a chord which bears South 20°57'18" East 190.46 feet;

Thence southerly, 39.47 feet along the arc of a non-tangential circular curve concave east having a radius of 70.00 feet through a central angle of 32°18'32" and being subtended by a chord which bears South 01°38'51" West 38.95 feet to a point of reverse curvature;

Thence southerly, 30.57 feet along the arc of a circular curve concave west, having a radius of 80.00 feet through a central angle of 21°53'47" subtended by a chord which bears South 03°33'32" East 30.39 feet to a point of reverse curvature;

Thence southerly, 19.09 feet along the arc of a circular curve concave east, having a radius of 50.00 feet through a central angle of 21°52'21" subtended by a chord which bears South 03°32'49" East 18.97 feet;

Thence southerly, 71.01 feet along the arc of a non-tangential circular curve concave east having a radius of 270.34 feet through a central angle of 15°03'00" and being subtended by a chord which bears South 05°39'25" East 70.81 feet;

Thence southerly, 88.89 feet along the arc of a non-tangential circular curve concave east having a radius of 505.56 feet through a central angle of 10°04'26" and being subtended by a chord which bears South 06°52'02" East 88.77 feet to a point of compound curve;

Thence southeasterly, 29.76 feet along the arc of a circular curve concave northeast having a radius of 55.00 feet through central angle of 31°00'11" and being subtended by a chord which bears South 27°24'21" East 29.40 feet;

Thence South 42°54'24" East 176.77 feet;

Thence easterly, 58.57 feet along the arc of a non-tangential circular curve concave north having a radius of 40.00 feet through a central angle of 83°53'52" and being subtended by a chord which bears South 84°06'54" East 53.48 feet;

Thence North 70°20'16" East 3.69 feet;

Thence North 88°55'11" East 4.49 feet;

Thence South 76°33'37" East 4.00 feet;

Thence South 54°20'51" East 4.28 feet;

Thence southeasterly, 47.58 feet along the arc of a non-tangential circular curve concave northeast having a radius of 72.58 feet through a central angle of 37°33'28" and being subtended by a chord which bears South 52°46'15" East 46.73 feet;

Thence southeasterly, 10.52 feet along the arc of a non-tangential circular curve concave south having a radius of 80.00 feet through a central angle of 07°32'07" and being subtended by a chord which bears South 68°42'04" East 10.51 feet;

Thence easterly, 150.98 feet along the arc of a non-tangential circular curve concave north having a radius of 231.70 feet through a central angle of 37°20'05" and being subtended by a chord which bears South 83°36'02" East 148.32 feet;

Thence South 64°10'51" East 40.44 feet;

Thence southeasterly, 30.88 feet along the arc of a non-tangential circular curve concave northeast having a radius of 880.00 feet through a central angle of 02°00'38" and being subtended by a chord which bears South 38°19'49" East 30.88 feet;

Thence South 39°20'08" East 66.16 feet;

Thence South 59°12'33" East 9.16 feet;

Thence South 64°06'19" East 42.11 feet;

Thence South 27°31'46" East 47.72 feet;

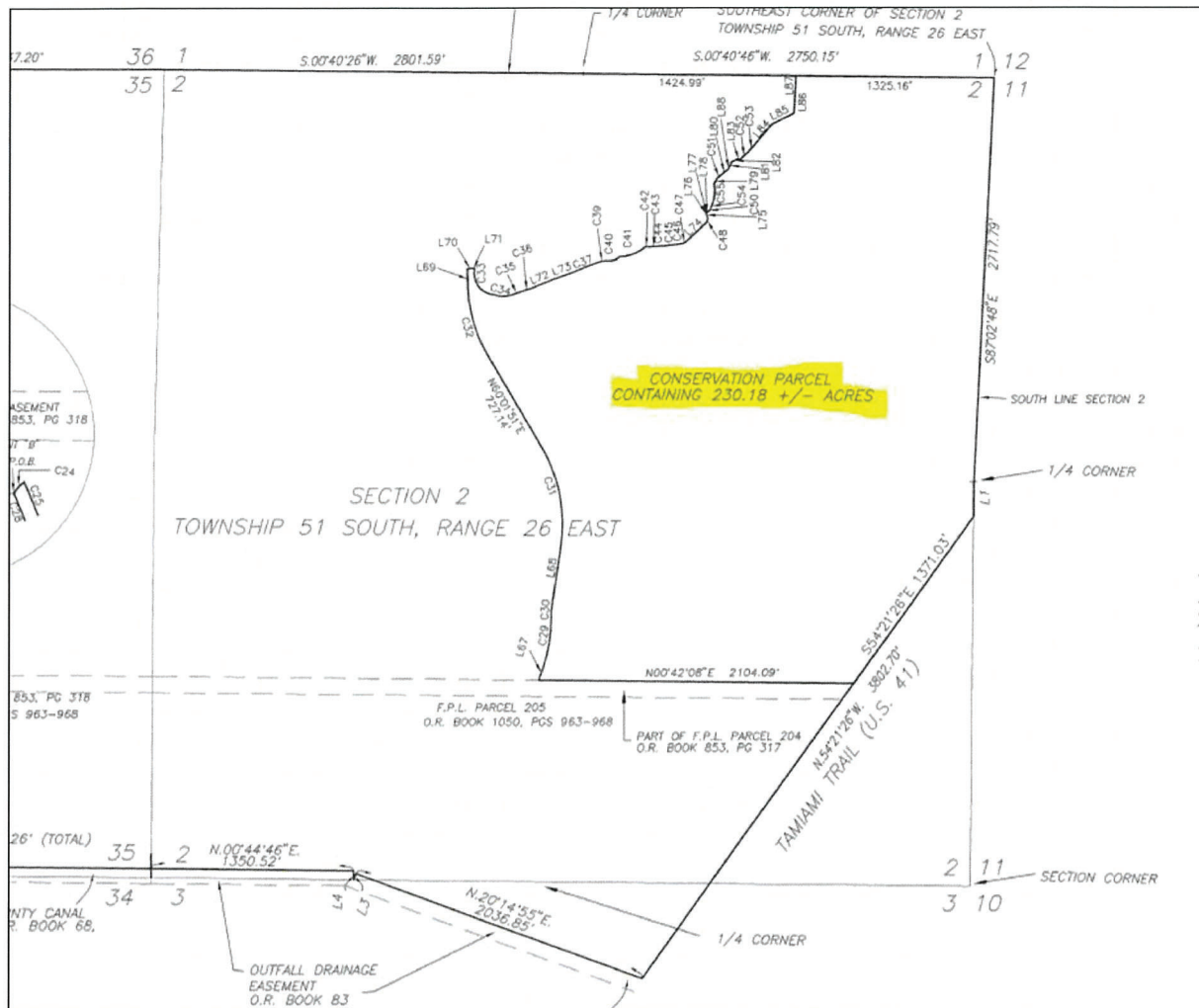
Thence South 21°09'33" West 12.59 feet;

Thence southeasterly, 78.62 feet along the arc of a non-tangential circular curve concave northeast having a radius of 780.00 feet through a central angle of 05°46'31" and being subtended by a chord which bears South 42°46'26" East 78.59 feet;

Thence southeasterly, 63.78 feet along the arc of a non-tangential circular curve concave northeast having a radius of 780.00 feet through a central angle of 04°41'05" and being subtended by a chord which bears South 48°00'16" East 63.76 feet;

Thence South 50°20'48" East 175.24 feet;

Containing 230.18 acres, more or less. [as depicted below]



CONSIDER LAKE BANK REPAIRS PROPOSAL

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

RESOLUTION 2023-05

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

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Winding Cypress Community Development District ("**District**") prior to June 15, 2023, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"); and

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

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

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

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

DATE:	August 1, 2023
HOUR:	1:00 p.m.
LOCATION:	Club House at Winding Cypress 7180 Winding Cypress Drive Naples, FL 34114

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

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

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

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

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

PASSED AND ADOPTED THIS 2nd DAY OF May, 2023.

ATTEST:

**WINDING CYPRESS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Winding Cypress Community Development District

**Proposed Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

CONTENTS

- I PROPOSED BUDGET**
- II DETAILED PROPOSED BUDGET**
- III DETAILED PROPOSED DEBT SERVICE FUND BUDGET (SERIES 2015)**
- IV DETAILED PROPOSED DEBT SERVICE FUND BUDGET (SERIES 2019)**
- V ASSESSMENT COMPARISON**

PROPOSED BUDGET
WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
O&M (Operation & Maintenance) Assessments	274,518
Debt Assessments - Series 2015	526,216
Debt Assessments - Series 2019	311,687
Interest Income	1,500
TOTAL REVENUES	\$ 1,113,921
EXPENDITURES	
Administrative Expenditures	
Supervisor Fees	1,200
Payroll Taxes - Employer	96
Management	38,808
Legal	15,500
Assessment Roll	5,000
Audit Fees	4,200
Arbitrage Rebate Fee	650
Insurance	6,700
Legal Advertisements	2,500
Miscellaneous	725
Postage	300
Office Supplies	575
Dues & Subscriptions	175
Trustee Fee	8,300
Continuing Disclosure Fee	1,000
Total Administrative Expenditures	\$ 85,729
Maintenance Expenditures	
Engineering/Inspections	20,000
Preserve Maintenance	79,700
Lake Bank Maintenance	50,000
Pipe Maintenance	20,000
Total Maintenance Expenditures	\$ 169,700
Total O&M Expenditures	\$ 255,429
REVENUES LESS EXPENDITURES	\$ 858,492
Bond Payments - Series 2015	(486,750)
Bond Payments - Series 2019	(288,311)
BALANCE	83,431
County Appraiser & Tax Collector Fee	(38,378)
Discounts For Early Payments	(45,053)
EXCESS/ (SHORTFALL)	\$ -
Carryover Funds From Prior Year	0
NET EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
O&M (Operation & Maintenance) Assessments	178,300	177,752	274,518	Expenditures Less Interest & Carryover/.925
Debt Assessments - Series 2015	526,393	526,216	526,216	Bond Payments/.925
Debt Assessments - Series 2019	311,909	311,687	311,687	Bond Payments/.925
Interest Income	908	180	1,500	Operating Account: \$300 - Preserve Account: \$1,200
TOTAL REVENUES	1,017,510	\$ 1,015,835	\$ 1,113,921	
EXPENDITURES				
Administrative Expenditures				
Supervisor Fees	0	1,200	1,200	Supervisor Fees
Payroll Taxes - Employer	0	96	96	Projected At 8% Of Supervisor Fees
Management	36,588	37,680	38,808	CPI Adjustment (Capped At 3%)
Legal	8,629	15,500	15,500	FY 2022/2023 Expenditure Through Feb 2022 Was \$4,751
Assessment Roll	5,000	5,000	5,000	As Per Contract
Audit Fees	4,000	4,100	4,200	Accepted Amount Of 2022/2023 Audit
Arbitrage Rebate Fee	650	650	650	No Change From 2022/2023 Budget
Insurance	5,706	6,000	6,700	Fiscal Year 2022/2023 Expenditure Was \$6,134
Legal Advertisements	2,058	2,500	2,500	No Change From 2022/2023 Budget
Miscellaneous	464	750	725	\$25 Decrease From 2022/2023 Budget
Postage	303	275	300	\$25 Increase From 2022/2023 Budget
Office Supplies	588	550	575	\$25 Increase From 2022/2023 Budget
Dues & Subscriptions	175	175	175	No Change From 2022/2023 Budget
Trustee Fee	7,740	7,800	8,300	\$500 Increase From 2022/2023 Budget
Continuing Disclosure Fee	1,500	1,500	1,000	\$500 Decrease From 2022/2023 Budget
Total Administrative Expenditures	73,401	\$ 83,776	\$ 85,729	
Maintenance Expenditures				
Engineering/Inspections	27,088	8,500	20,000	FY 2022/2023 Expenditure Through March 2023 Was \$13,360
Preserve Maintenance	75,100	79,700	79,700	No Change From 2022/2023 Budget
Lake Bank Maintenance	0	25,000	50,000	\$25,000 Increase From 2022/2023 Budget
Pipe Maintenance	0	0	20,000	For Testing And Cleaning
Total Maintenance Expenditures	\$ 102,188	\$ 113,200	\$ 169,700	
Total O&M Expenditures	\$ 175,589	\$ 196,976	\$ 255,429	
REVENUES LESS EXPENDITURES	841,921	\$ 818,859	\$ 858,492	
Bond Payments - Series 2015	(496,286)	(486,750)	(486,750)	2024 Principal & Interest Payments
Bond Payments - Series 2019	(294,081)	(288,311)	(288,311)	2024 Principal & Interest Payments
BALANCE	51,554	43,798	83,431	
County Appraiser & Tax Collector Fee	(14,435)	(35,039)	(38,378)	Three And One Half Percent Of Total Assessment Roll
Discounts For Early Payments	(38,548)	(41,134)	(45,053)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ (1,429)	\$ (32,375)	\$ -	
Carryover Funds From Prior Year	0	32,375	0	Carryover Funds From Prior Year
NET EXCESS/ (SHORTFALL)	\$ (1,429)	\$ -	\$ -	

DETAILED PROPOSED DEBT SERVICE FUND (SERIES 2015) BUDGET
WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	31	25	100	Projected Interest For 2023/2024
NAV Tax Collection	496,285	486,750	486,750	Maximum Debt Service Collection
Total Revenues	\$ 496,316	\$ 486,775	\$ 486,850	
EXPENDITURES				
Principal Payments	145,000	160,000	165,000	Principal Payment Due In 2024
Interest Payments	333,578	323,625	316,625	Principal Payment Due In 2024
Bond Redemption	0	3,150	5,225	Estimated Excess Debt Collections
Total Expenditures	\$ 478,578	\$ 486,775	\$ 486,850	
Excess/ (Shortfall)	\$ 17,738	\$ -	\$ -	

Series 2015 Bond Information

Original Par Amount =	\$7,535,000	Annual Principal Payments Due =	November 1st
Interest Rate =	4.00% - 5.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2015		
Maturity Date =	November 2045		

Par Amount As Of 1/1/23 = \$6,535,000

DETAILED PROPOSED DEBT SERVICE (SERIES 2019) FUND BUDGET
WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	17	25	100	Projected Interest For 2023/2024
NAV Tax Collection	294,081	288,311	288,311	Maximum Debt Service Collection
Total Revenues	\$ 294,098	\$ 288,336	\$ 288,411	
EXPENDITURES				
Principal Payments	75,000	85,000	85,000	Principal Payment Due In 2024
Interest Payments	208,938	203,031	201,344	Principal Payment Due In 2024
Bond Redemption	0	305	2,067	Estimated Excess Debt Collections
Total Expenditures	\$ 283,938	\$ 288,336	\$ 288,411	
Excess/ (Shortfall)	\$ 10,160	\$ -	\$ -	

Series 2019 Bond Information

Original Par Amount =	\$4,470,000	Annual Principal Payments Due =	November 1st
Interest Rate =	3.75% - 5.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	February 2019		
Maturity Date =	November 2049		
Par Amount As Of 1/1/23 =	\$4,240,000		

WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT ASSESSMENT COMPARISON

	Fiscal Year 2020/2021 Assessment*	Fiscal Year 2021/2022 Assessment*	Fiscal Year 2022/2023 Assessment*	Fiscal Year 2023/2024 Projected Assessment*
O & M For Phases 1 & 2 SF Villas	\$ 232.13	\$ 232.07	\$ 232.06	\$ 358.38
Debt For Phases 1 & 2 SF Villas	\$ 849.00	\$ 849.00	\$ 849.00	\$ 849.00
Total For Phases 1 & 2 SF Villas	\$ 1,081.13	\$ 1,081.07	\$ 1,081.06	\$ 1,207.38
O & M For Phases 1 & 2 SF 50' Units	\$ 232.13	\$ 232.07	\$ 232.06	\$ 358.38
Debt For Phases 1 & 2 SF 50' Units	\$ 954.00	\$ 954.00	\$ 954.00	\$ 954.00
Total For Phases 1 & 2 SF 50' Units	\$ 1,186.13	\$ 1,186.07	\$ 1,186.06	\$ 1,312.38
O & M For Phases 1 & 2 SF 65' Units	\$ 232.13	\$ 232.07	\$ 232.06	\$ 358.38
Debt For Phases 1 & 2 SF 65' Units	\$ 1,060.00	\$ 1,060.00	\$ 1,060.00	\$ 1,060.00
Total For Phases 1 & 2 SF 65' Units	\$ 1,292.13	\$ 1,292.07	\$ 1,292.06	\$ 1,418.38
O & M For Phase 3 SF 50' Units	\$ 232.13	\$ 232.07	\$ 232.06	\$ 358.38
Debt For Phase 3 SF 50' Units	\$ 1,429.00	\$ 1,429.00	\$ 1,429.00	\$ 1,429.00
Total For Phase 3 SF 50' Units	\$ 1,661.13	\$ 1,661.07	\$ 1,661.06	\$ 1,787.38
O & M For Phase 3 SF 65' Units	\$ 232.13	\$ 232.07	\$ 232.06	\$ 358.38
Debt For Phase 3 SF 65' Units	\$ 1,544.00	\$ 1,544.00	\$ 1,544.00	\$ 1,544.00
Total For Phase 3 SF 65' Units	\$ 1,776.13	\$ 1,776.07	\$ 1,776.06	\$ 1,902.38

* Assessments Include the Following :

4% Discount for Early Payments

2% County Tax Collector Fee

1.5% County Property Appraiser Fee

Community Information:

Phases 1 & 2: 554 Units

Phase 3: 212 Units

Total: 766 Units

Phases 1 & 2:

Villas: 152 Units

50' Lots: 270 Units

65' Lots: 132 Units

Total: 554 Units

Phase 3:

Villas: 0 Units

50' Lots: 136 Units

65' Lots: 76 Units

Total: 212 Units

Note:

Developer made Phase 3 Bond Prepayment
in January 2020 for 1 lot differential
(1 65' Lot Replaced with 1 50' Lot)