



**WINDING CYPRESS
COMMUNITY DEVELOPMENT
DISTRICT**

**COLLIER COUNTY
REGULAR BOARD MEETING
JUNE 6, 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
June 6, 2023
1:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Discussion Regarding Potential Applicants to the Board
- D. Administer Oath of Office and Review Board Member Duties and Responsibilities
- E. Review Sunshine and Public Records Laws.....Page 2
- F. Review CDD Purpose and Functions.....Page 4
- G. Establish a Quorum
- H. Consider Resolution No. 2023-06 – Designating Officers.....Page 23
- I. Additions or Deletions to Agenda
- J. Comments from the Public for Items Not on the Agenda
- K. Approval of Minutes
 - 1. May 2, 2023 Regular Board Meeting.....Page 24
- L. Old Business
 - 1. Review Lake Bank Repairs Proposal.....Page 29
- M. New Business
 - 1. Consider Resolution No. 2023-07 – Authorizing Electronic Approvals and Check Signers.....Page 35
 - 2. Consider Resolution No. 2023-08 – Adopting an Amended Proposed Budget to Adopt Fiscal Year 2022-2023 Final Budget.....Page 36
 - 3. Discussion Regarding Adding a July Meeting Date
 - 4. Discussion Regarding Lake Bank, Well Levels and Permitting
- N. Administrative Matters
 - 1. Manager’s Report
 - Financials.....Page 45
 - 2. Engineer’s Report
 - 3. Attorney’s Report
- O. Board Members Comments
- P. Adjourn

Public Notice

05/28/2023

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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 June 6, 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 May 28, 2023 #5716213

MEMORANDUM

**TO: BOARD OF SUPERVISORS
WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT
“DISTRICT”**

FROM: ALYSSA WILLSON

DATE: JUNE 6, 2023

RE: SUNSHINE LAW AND APPLICABILITY TO COMMITTEES

I would like to provide a short overview of Florida’s public meeting requirements, particularly as it is applied to committee use. Please contact me at your convenience with any questions.

Florida’s Government in the Sunshine Law

Generally speaking, Florida’s Sunshine Law applies to all formal or informal gatherings of two or more Board Supervisors to discuss matters that **may foreseeably come before the Board for official action**. Section 286.011, Florida Statutes, contains three requirements for such meetings: (1) the meetings must be open to the public; (2) the meetings must be noticed; and (3) minutes of the meetings must be taken. The Sunshine Law is intended to protect the public from “closed door” politics, and Courts broadly construe the law to ensure it meets this remedial and protective purpose.¹

Committees and advisory groups may be subject to the Sunshine Law, depending on the scope of the committee’s activity. Courts and Florida’s Attorney General have opined that it extends to meetings of committees or advisory groups that have been delegated some decision-making authority (e.g., tasked with responsibility to make recommendations on some Board-related business), whether delegation is by the board or by a single board member.² A limited exemption to the applicability of the Sunshine Law requirement has been recognized for committees established for the limited purpose of fact-finding activities.

¹ See, e.g., *Wood v. Marston*, 442 So.2d 934, 938 (Fla. 1983).

² *Wood v. Marston*, 442 So.2d 934 (Fla. 1983). See also Att’y General Opinion 75-41.

The “dispositive question” is whether the committee has been delegated “decision-making authority,” as opposed to mere “information-gathering or fact-finding authority.”³ Even if the District board ultimately makes the final decision on a committee recommendation, if there is not a finite number of options or choices to consider, it is likely there is a component of decision-making that undertaken by the committee in determining the options considered and presented to the board. “In determining whether a committee is subject to the Sunshine Law, the actual function of the committee must be scrutinized to determine whether it is exercising part of the decision making function by sorting through options and making recommendations to the governmental body.”⁴

Therefore, it is recommended that unless the scope of fact-finding is extremely limited and the committee is able to operate within the fact-finding exemption any committees appointed by the board operate in accordance with the Sunshine Law. Below are recommended requirements and best practices:

- Appoint a finite number of members to the committee;
- Publish notice of time/place/location of committee meetings and ensure open to the public;
- Appoint an individual to take minutes of the meeting and provide to the District Manager;
- Submit minutes to the board for acceptance into the District record at the next Board meeting; and
- Follow all applicable District Rules of Procedure.

³ *Sarasota Citizens for Responsible Government v. City of Sarasota*, 48 So. 3d 755, 762 (Fla. 2010).

⁴ Inf. Op. to Randolph, June 10, 2010.

Winding Cypress Community Development District

CDD 101

Michelle Krizen
Special District Services, Inc.

June 2023

Overview of CDDs

What is a Community Development District?

“Local unit of special purpose government”

Established under the Uniform Community Development Act of 1980 (Ch.190, F.S.)

Provides a mechanism to finance, construct and maintain high quality improvements and amenities

Separate from, and NOT an arm of, the County or City


What Does a CDD Do? And Not Do?

Allowed by Ch.190, F.S.

- Construct and maintain public infrastructure
- Issue long-term bonds
- Levy and collect non-ad valorem assessments for operations and maintenance & bond debt service
- Contract for services

Not Allowed by Ch.190, F.S.

- Issue building permits
- Regulate land use/zoning
- Issue development orders
- Provide police services
- Enforce code compliance
- Architectural review



Winding Cypress Community Development District

- 358.06 acres
- Entirely within unincorporated Collier County
- CDD improvements consist of:
 - Stormwater management and control facilities
 - Landscaping in public rights-of-way including entrance features
- Since the CDD is a government entity, most construction and maintenance contracts are subject to the public procurement statutes (Ch. 255 and 287, F.S.)

District Governance

How are CDDs Governed?

- Governed by a 5-member Board of Supervisors
- Elections:
 - Initially, held within 90 days of establishment
 - Thereafter, every 2 years (2-year to 4-year terms) in November
 - Landowner Elections v. General Elections

Landowner Elections v. General Elections

- **Landowner Elections**

- Conducted by District Staff
- Supervisors are elected by the landowners within the CDD
 - One vote per landowner (does not include renters)
- Supervisors are not required to be residents

- **General Elections**

- Held after the CDD has been established for 6 years **and** has ≥ 250 qualified electors
- Conducted by the County Supervisor of Elections
- Supervisors are elected by “qualified electors”- i.e. 1) citizen of the US, 2) resident of the CDD, and 3) registered to vote in Collier County
 - One vote per qualified elector (includes renters)
- Supervisors must also be qualified electors

Board Member Roles

- Receive input from constituents
- Sets public policies implemented by CDD staff
- Makes material business decisions for the CDD
- Action taken by the CDD shall be by majority vote of the Board, *but* the Chairman is generally delegated broader latitude in making day-to-day decisions (in conjunction with CDD staff) in between Board meetings

Your Day-to-Day Administrative Team

District Manager	District Counsel	District Engineer
Administrator of the CDD Oversees the CDD's operations Prepares budget and administers accounting and finance functions	Legal counsel to the CDD Ensures that the CDD conducts its business in accordance with Florida law	Engineer of the CDD Provides support services regarding planning, designing, permitting, construction, and operation and maintenance of the CDD's infrastructure
Michelle Krizen Special District Services, Inc.	Alyssa Willson Kutak Rock LLP	Josh Evans, P.E. J.R. Evans Engineering, P.A.

CDD Operations:

Governing Documents

- Florida Statutes- Chs. 112, 170, 189, 190, 197, F.S.
- Establishment Ordinance No. 2015-48
- Adopted Resolutions
- Adopted Rules of Procedure



CDD Operations:

Administration

- CDD Records- all physical records are kept at the District Office
- CDD Website- contains CDD agendas, minutes, financial documents, etc.
- CDD Emails- provided to each Supervisor for use in their official CDD business and to correspondence with staff and constituents

Board Meeting Agendas and Protocol

- District Business:
 - Most policy is adopted by Resolution (versus by an “Ordinance” like the City or County)
 - Some items require public hearings- i.e. rules, rates, assessments, etc.
- Public Notice of Meetings- at least 7 days prior to meeting
 - Newspaper advertisement
 - Agenda package is distributed by email to distribution list
 - Agenda package is placed on CDD website (www.windingcypresscdd.org)
- Meetings are open to the public
- Members of the public are able to provide comments on agenda items
 - During “Audience Comments” portion of agenda only
 - 3-minute limit
 - Not a Q&A session

Budgets and Assessments

Annual Budget Process

- **By June 15th** – the District Manager presents the proposed budget at a CDD Board meeting
 - **If assessments increase above the previously noticed amount, the CDD mails a notice to residents**
- **By October 1st** – the District Manager presents updates to proposed budget (if any) at the Board meeting
 - The Board receives comments and/or objections to the budget during budget hearing
 - The Board may adjust and/or decrease budget based on comments received, but may not increase the assessments higher than the noticed amount
- **The CDD will hold its budget hearing no sooner than 60 days after approving the proposed budget**

CDD Assessments

- **There are 2 components of Special Assessments:**
 1. Debt Service Assessments (“Debt Assessments”)
 2. Operations & Maintenance Assessments (“O&M Assessments”)
- **Special Assessments**
 - Annual assessments on platted lots placed on the Collier County property tax bill
 - Liens are co-equal with taxes
 - Different from quarterly or “one-time” special assessments imposed by the HOA

CDD Assessments


O&M Assessments

- Based on the operating budget approved at the annual public hearing
- May change from year to year
- Directly tied to the operating expenses of the CDD
- Includes administrative costs and field maintenance expenses
- Cannot be paid off

Debt Assessments

- Established at bond issuance
- Does not change from year to year
- Repays the debt service on the bonds used to pay for public infrastructure
- Can be paid off

CDD v. HOA



How Are CDD's Different from HOA's?

- Governmental entity
- Oversees public v. private infrastructure
- Compliance with ethics and open government laws
- Sovereign Immunity
- Ability to issue tax exempt bonds
- Revenue collection and enforcement- i.e. on the tax roll!
- Public procurement
- Typically no architectural review ability

RESOLUTION 2023-06

**A RESOLUTION OF THE WINDING CYPRESS
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING
A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT
SECRETARIES, A TREASURER AND AN ASSISTANT
TREASURER OF THE WINDING CYPRESS COMMUNITY
DEVELOPMENT DISTRICT, AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the Board of Supervisors of the Winding Cypress Community Development District desires to elect the below recited persons to the offices specified.

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

1. The following persons are elected to the offices shown:

Chair	_____
Vice Chair	_____
Secretary	_____
Treasurer	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Treasurer	_____

PASSED AND ADOPTED this 6th day of June, 2023.

ATTEST:

**WINDING CYPRESS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

**WINDING CYPRESS
COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
MAY 2, 2023**

A. CALL TO ORDER

The May 2, 2023, Regular Board Meeting of the Winding Cypress Community Development District (the “District”) was called to order at 1:01 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 April 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	Present
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 via phone	J.R. Evans Engineering, P.A.

Also present were the following:

Dr James P Verbist	BC Bell
Allyson Gene Gilliland	Marco Arilli
Peg Geller	Bill Van Wagenen
Matthew Zepinic	Nicholas DePinto
Michael Dyckman	Paul Masser
Louis and Lynn Dupont	John and Ann Gacam
Bruce and Lorette Bustein	Steven Kemp
Monica Hibbs	John Jensen
Michael Merola	Greg Proctir
Paul Ellwood	Linda Misialek

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. REVIEW PUBLIC COMMENT POLICY

Ms. Willson went over Resolution 2015-06 Public Comment Policy, noting that each person may have up to 3 minutes to speak. Speakers shall refrain from disruptive behavior and making personal attacks. There is a form to indicate you wish to speak and which topic(s) you wish to address.

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

Dr. Verbist advised of a phone call he had received and was wondering if the lakes had been intentionally drained for inspection. Mr. Brooks explained they were low due to the lack of rain, not any intentional draining.

Dr. Verbist requested that the public be educated on the functions of a CDD.

G. APPROVAL OF MINUTES

1. April 4, 2023, Regular Board Meeting

The minutes of the April 4, 2023, Regular Board Meeting were presented for consideration.

It was noted that Page 6 should read “sod and coco mat and inlet box” not “coconut mat and outlet box.”

A **motion** was made by Ms. Ray, seconded by Mr. Petrovsky and passed unanimously approving the minutes of the April 4, 2023, Regular Board Meeting, as amended.

H. OLD BUSINESS

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

I. NEW BUSINESS

1. Review CDD/HOA Maintenance Agreement

Ms. Willson went over the background of the document. The agreement predated the execution of the document. The agreement was signed, formalizing part of the process of the District changing from a developer-controlled Board to the resident controlled Board.

Mr. Petrovsky presented a handout to Ms. Krizen for the record. In August of 2021, Pulte agreed to make lake bank repairs outside of rainy season. Mr. Petrovsky explained financial responsibility was put on the CDD and HOA with no mention of Pulte paying for anything. Section 3 “The HOA shall provide the work at no cost to the CDD. 2. The maintenance program says the CDD will maintain the improvements located in the district property with regard to lake banks and lake bank erosion.” With the commitment of the HOA agreement the statement that Pulte will be making repairs appears to be removed. Ms. Krizen noted and Ms. Willson confirmed that the lake bank maintenance was a separate issue from the maintenance agreement, as the CDD was still responsible for lake banks. Mr. Brooks stated that Pulte paid for the lake bank maintenance that year. Josh Evans confirmed the work had been done. Ms. Willson explained that the District was in a situation where there were no funds needed to complete the work. The District could have done an off-cycle assessment and collected the money from the residents, but Pulte volunteered to pay

that year to avoid an assessment on the community. Mr. Petrovsky stated that there was an appearance of a conflict of interest.

Mr. Bell of the HOA asked the terms for terminating. It was explained under the terms of the contract the HOA must continue until the work could be added to the CDD budget. The deadline for this budget cycle would be today.

2. Discussion Regarding French Drains

Mr. Evans explained French drains would be a more costly solution because you have to evaluate calculations.

3. Consider Tabling Lake Bank Repairs' Proposal Until Next Meeting

The full proposal was sent to the Board on Monday. The Dragonfly proposal came in at \$63,450. The budget for this year is \$25,000. Mr. Petrovsky asked who was responsible for paying. It was explained the CDD was responsible. Mr. Petrovsky questioned why the repairs were for sod on sand and not socks or rip rap. Mr. Evans explained the socks were only a good solution when there was an area 50 feet or longer. Currently we only have 1 area in the District that size. The other downfall of socks is residents complain about seeing ugly pieces. Rip Rap will harden and if used in isolation, will cause the water to divert around the repair.

A discussion ensued and several residents questioned how and why there were erosion issues. Mr. Dyckman asked why there was a discrepancy in how the issues are solved. Several residents expressed concerns about a conflict of interest with the developer Board Members. Mr. Petrovsky stated the state statute requires the Board Members hold benefits to the public. Ms. Willson explained the process of acquisition and the fact that the District Engineer reviews everything. Mr. Evans stated in his reviews there was nothing out of normal. Ms. Willson explained there was not conflict as the landowners control the Board for 6-8 years. There is a system of checks and balances. Mr. Petrovsky stated, again, that there was the appearance of a conflict of interest.

Mr. Massy asked how sand was retained. Mr. Evans explained the standard treatment is compacted soil and sod on a 4 to 1 slope based on code and South West Florida Water Management. It was explained that less than 10% of the lake banks had issues and that the lakes were maintaining integrity. Erosion and lake bank repairs will be an annual maintenance item. The rain, wind and other factors cause wear and tear on the banks as a natural condition.

John Jenson provided another copy of his list for the record. He stated that flooding between the houses and direct drains cause several issues. He expressed frustration with the 8-inch standard for reporting erosion that was used by Mr. Evans and would like to see a stronger approach taken to the lake bank repairs.

Mr. Petrovsky provided several emails regarding a culvert that was not functioning correctly. The residents present provided pictures and surveys of the area. The residents reported to have been contacting the HOA looking to resolve this issue. The Board had no prior knowledge of this issue and asked the District Engineer if he could provide any information. Mr. Evans reported during the site inspection for the lake report the residents spoke with him and explained the problem. He advised the residents to bring the culvert to the attention of the CDD who was responsible for the maintenance and repairs. Mr. Evans was prepared to ask the Board for up to \$1,500 to have the sewer viewer come inspect the pipe to determine the necessary repairs.

A **motion** was made by Mr. Brooks, seconded by Mr. Petrovsky and passed unanimously authorizing up to \$1,500 to sewer view and further authorizing Mr. Evans to solicit bids for repairs; further authorizing Pat Butler to negotiate and accept proposals to repair for a not to exceed amount of \$15,000.

4. Consider Resolution No. 2023-05 – Adopting a Fiscal Year 2023/2024 Proposed Budget

Resolution No. 2023-05 was presented, entitled:

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.

Ms. Krizen reviewed the proposed budget with an increase of an additional \$25,000 for Lake Bank Maintenance and a new line item in the amount of \$20,000 for Pipe Inspections. Ms. Willson and Ms. Krizen explained the process that letters would be mailed to all residents and a Public Hearing would take place on August 1, 2023. During that meeting the budget can go down, but there can be no further increases.

A **motion** was made by Mr. Petrovsky, seconded by Ms. Ray and passed unanimously adopting Resolution No. 2023-05, as presented, setting the Public Hearing for August 1, 2023.

J. ADMINISTRATIVE MATTERS

1. Manager's Report

The next meeting is scheduled for June 6, 2023.

2. Engineer's Report

Mr. Evans previously discussed the drainpipe issue. He also made everyone aware of the GIS mapping available on the District's website.

3. Attorney's Report

Ms. Willson had nothing further to report. Ms. Willson provided the Board an opportunity to ask questions. There were none.

K. BOARD MEMBER COMMENTS

Mr. Brooks expressed his disappointment in how this meeting had gone. He said his company builds many communities, some of which are a CDD. He stated that Pulte was proud of the communities they build, such as Winding Cypress. Once the developer builds, sells and transitions the community association to resident control, it is up to the communities to maintain their property and the same goes for the CDD. The developer does not have any long-term maintenance obligations. The lake banks and drainage between homes can and will be altered due to multiple factors over time. We have strong summer storms with torrential winds and rains, the rising and falling of lake levels annually, stormwater runoff from home roofs, downspouts and pool overflows, hurricanes, landscaping and other owner enhancements, mowing

equipment weighing hundreds of pounds driving over wet or saturated surfaces, etc., all of which could lead to changes in grading/drainage. It is not uncommon to have questions raised during the transition from a developer to a resident board, especially when it comes to spending money. However, the accusations of conflicts of interest, personal attacks and other allegations led Mr. Brooks to state that it appears he has overstayed his welcome. Mr. Brooks encouraged the Board Members and residents to seek the whole story and background and not to look at items in isolation. Making accusations is harmful to the reputation of the community and individuals. At this time, Mr. Brooks feels the community would be best served without him on the Board and he offered his resignation. Ms. Ray and Mr. Butler also offered their resignations. Ms. Willson requested Mr. Butler make his resignation effective after the next meeting because he was currently authorized to negotiate and authorize work for the culvert. Mr. Butler declined Ms. Willson's request.

A previous **motion** was rescinded authorizing up to \$1,500 to sewer view and further authorizing Mr. Evans to solicit bids for repairs; further authorizing Pat Butler to negotiate and accept proposals to repair for a not to exceed amount of \$15,000, and was replaced by the following:

A **motion** was then made by Mr. Brooks, seconded by Ms. Ray and passed unanimously replacing Pat Butler with Alex Petrovsky as the authorized agent of the Board for a not to exceed amount of \$15,000 for the repairs after receiving proposals from Mr. Evans.

Mr. Petrovsky thanked Mr. Brooks for everything he had done from day one.

Mr. Petrovsky made a **motion** appointing John Jensen to the Board, seconded by Mr. Cirillo and passed unanimously.

Ms. Krizen and Ms. Willson explained that the remaining seats could be filled at the next meeting to give other residents an opportunity to express their interest in serving on the District Board. Ms. Bell will coordinate with the District Manager to send notification advising residents of the Board vacancies.

Matthew Zepinic requested that the Board rescind the resignations. Mr. Brooks declined, stating that he would still be available to the community, as needed. Ms. Ray and Mr. Butler concurred.

L. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 3:22 p.m. on a **motion** made by Mr. Brooks, seconded by Mr. Cyrillian and passed unanimously.

Chairman/Vice Chairman

Secretary/Assistant Secretary

Date Approved _____

Dragonfly Pond Works

PO BOX 32637
Charlotte, NC 28232-2637
877-766-3979 Telephone
General Contractor License No: 83018



Proposal

April 28, 2023

Proposal No: 8777

Submitted To

Josh Evans
9315 Corkscrew Rd
Suite `102
Estero, FL33928

On behalf of: Winding Cypress

Hereinafter collectively referred to as "Client" or
"Owner."

Project

Winding Cypress
7225 Wiregrass Ct
Naples , FL 34114

Proposal Notes

Dragonfly will provide pond maintenance and repair services as described below. This proposal scope and price is valid for for a period of 90 days.
Please note:

- For jobs \$25k or greater, a 20% down payment is required prior to mobilizing
- Any additional repairs found during initial work and not included in this scope will be brought to your attention and can be addressed at additional cost with prior approval
- Unless otherwise stated below, all Professional Engineering and survey work will be provided by others
- Any damage to the curbs, sidewalks, or parking lot will be addressed separately and at additional cost with client approval; we will take care to avoid damage
- Does not include wash out repairs caused by house downspouts, gutters, and pool drains after sod has been installed.

7229 Winding Cypress Lake 4B-5

Includes labor and material to install 1 (1) 12 x 12 " catch basin and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

Subtotal

3,700.00

Lake 4B-5 Corner (11)

Includes labor and material to repair erosion with compacted fill and sod. Approximately 20 LF.

Subtotal

1,950.00

7334 Mockingbird Ct

Includes labor and material to repair erosion with compacted fill and sod. Approximately 70 LF.

Subtotal**2,700.00****7562 Jacaranda Lane**

Includes labor and material to install 1 (1) 12 x 12 " catch basin and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

Subtotal**3,700.00****7643 Jacaranda Ln****Subtotal****3,700.00****7630 Arrowhead Way**

Includes labor and material to install 1 (1) 12 x 12 " catch basin and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

Subtotal**3,700.00****7551 Winding Cypress**

Includes labor and material to install 2 (2) 12 x 12 " catch basin and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

Subtotal**7,400.00****7526 Geranium Way**

Includes labor and material to install 1 (1) 12 x 12 " catch basin and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

Subtotal**3,700.00****7491 Blackberry Dr**

Includes labor and material to install 1 (1) 12 x 12 " catch basin and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

Subtotal**3,700.00**

7451 Blackberry Dr

Includes labor and material to install 1 (1) 12 x 12 " catch basin and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

Subtotal**3,700.00****7424 Blackberry Dr**

Includes labor and material to install 1 (1) 12 x 12 " catch basin and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

Subtotal**3,700.00****7612 Winding Cypress**

Includes labor and material to install 1 (1) 12 x 12 " catch basin and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

Subtotal**3,700.00****7619 Winding Cypress**

Includes labor and material to install 1 (1) 12 x 12 " catch basin and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

Subtotal**3,700.00****7675 Winding Cypress**

Includes labor and material to install 1 (1) 12 x 12 " catch basin and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

Subtotal**3,700.00****7797 Jacaranda Ln**

Includes labor and material to install 1 (1) 12 x 12 " catch basin and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

Subtotal**3,700.00**

7616 Jacaranda Ln

Includes labor and material to install 1 (1) 12 x 12 " catch basin and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

Subtotal

3,700.00

6842 - 6822 Greenbriar Ct

Approximately 250 LF x 10' wash out repair. Repaired area will be covered with Floratam sod.

Subtotal

3,300.00

Proposal Total

63,450.00

Terms & Conditions

TERMS & CONDITIONS:

1. **OFFER.** This proposal constitutes an offer by Dragonfly Pond Works, LLC to perform the services described in the proposal (the "Work") for Client in accordance with these terms and conditions. The proposal, including these terms and conditions and all other documents incorporated by reference shall, when accepted by Client, constitute the entire agreement of the parties regarding the Work. This proposal is good for a period of 90 days from Proposal Date.
2. **ACCESS AND AUTHORIZATION.** Client shall provide Dragonfly Pond Works with all necessary access to the area(s) in which the Work is to be performed. Unless otherwise specified, Client warrants that it has obtained (or will obtain prior to performance of the Work) all necessary permits, licenses, consents and authorizations required in connection with the performance of the Work. Delays related to Client's (1) change in schedule, (2) failure to provide access to the property, and/or (3) failure to obtain required documentation may result in additional fees charged to the Client. Client shall maintain property insurance at or above the limits and coverage that are in place at the time of executing this agreement.
3. **STRUCTURES AND UTILITIES.** In the execution of the Work, Dragonfly Pond Works will take reasonable precautions to avoid damage to subterranean structures, roads, sidewalks and utilities. Any repairs to structures not specified or included on the repair scope and/or not accurately located and called out by the Client will be billed back to the Client on a time and materials basis plus a 15% fee. Any stumps, culverts, rocks or other obstacle will not be removed during project execution without a written change order signed by the Client and an authorized representative of Dragonfly Pond Works, which shall include the cost of removal and associated replacement and an extension of the project completion deadline, if applicable.
4. **WARRANTY.** Dragonfly Pond Works will perform the Work in a competent, professional manner in accordance with the customary standards of performance of the industry. Unless specifically set forth in this Agreement, Dragonfly Pond Works does not warrant or represent that the Work or any products will achieve any specific result, outcome, or performance. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by Dragonfly Pond Works and that the data interpretations and recommendations of Dragonfly Pond Works' personnel are based solely on the information available to them. Dragonfly Pond Works is not licensed to provide professional engineering and/or surveying opinions on the appropriate scope of work necessary to achieve a particular result. Dragonfly Pond Works encourages Client to retain a licensed engineer and/or surveyor to assess Client's needs and approve of the scope of work set forth herein. If Client declines to retain a licensed engineer and/or surveyor, Client assumes that risk that the scope of work contained herein will not achieve the desired results. If equipment is supplied as part of this agreement, Client agrees that Dragonfly Pond Works will not be liable for any claims due to defective equipment or materials manufactured by third parties other than Dragonfly Pond Works.
5. **RELATIONSHIP OF THE PARTIES.** In performing the Work, Dragonfly Pond Works shall be acting in the capacity of an independent contractor to Client, and nothing herein shall be deemed to create a partnership, agency, joint venture or any other relationship between the parties.
6. **INDEMNIFICATION.** Client agrees to indemnify and hold Dragonfly Pond Works harmless from and against any and all damages, claims, delays, or costs (including court costs and attorneys' fees) associated with or arising out of the Work to the fullest extent permitted by law, except to the extent any damages, claims, delays, or costs are ruled by a Court (or, if applicable, an arbitrator with jurisdiction over Dragonfly Pond Works) to have been caused by the negligence of Dragonfly Pond Works.
7. **FORCE MAJEURE.** Neither party shall be liable to the other party for its failure or delay in performing its obligations hereunder due to any contingency beyond such party's reasonable control, including, without limitation, acts of God; fires; floods; wars; acts of war; sabotage; accidents; labor disputes or shortages; changes or interpretations of governmental laws, ordinances, rules and regulations; inability to obtain power, material, equipment or transportation; and any other similar or dissimilar contingency.
8. **CHANGE ORDERS.** Client may, upon written notice to Dragonfly Pond Works, request Dragonfly Pond Works to make changes in the scope of the Work. Dragonfly Pond Works shall thereupon use reasonable efforts to make such changes provided that if any requested changes cause an increase in the cost or time required for Dragonfly Pond Works' performance and delivery, Client shall execute an agreement, in form and substance satisfactory to Dragonfly Pond Works, providing for an equitable adjustment in the compensation payable for the Work and the time for its performance and delivery. This includes additional costs as related to unforeseen permits, fees and changes in required coverages.
9. **NON-SOLICITATION OF EMPLOYEES.** During the term of this agreement, and for a period of two (2) years thereafter, neither party shall, directly or indirectly, for such party's own benefit or for the benefit of others, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have performed services under this agreement, without the other party's express written consent.
10. **COMPENSATION.** Client shall pay Dragonfly Pond Works for the Work in the amounts and at the times and in the manner set forth in the proposal.
11. **PAYMENT TERMS.** Dragonfly Pond Works expects prompt payment for its Work. Toward that end, payment terms are as follows: the client will be billed in equal payments on the 15th day of the service month. An interest charge of 5% per month shall be applied to all balances over 30 days old. Dragonfly Pond Works and Client understand and agree that the prevailing party in a dispute, whether in a court of competent jurisdiction or in arbitration, shall be entitled to recovery of all costs, including attorney's fees, collection fees, interest and court costs and/or arbitration fees.
12. **NOTICES.** Any notice required or permitted to be given hereunder shall be deemed to have been duly given if delivered by hand or sent by registered or certified mail, return receipt requested, and addressed: if to Dragonfly Pond Works, LLC PO Box 1089, Apex NC 27502; the address shown on the front hereof, or to such other address(es) which the parties may respectively designate to one another in

accordance herewith. Notices shall be deemed to have been given on the date of mailing or hand delivery. The post office receipt showing the date of mailing shall be “prime facie” evidence thereof.

13. **GOVERNING LAW and ARBITRATION.** The agreement between the parties regarding the Work and their rights and obligation thereunder shall be governed by and construed in accordance with laws of the State of North Carolina. The parties agree that, to the fullest extent permissible under applicable law, any claims, disputes, or lawsuits arising out of or relating to this agreement or the Work shall be subject to final and binding arbitration. The arbitration shall be conducted pursuant to the Federal Arbitration Act and the North Carolina Revised Uniform Arbitration Act, using one arbitrator, applying North Carolina law, and conducting the arbitration in Raleigh, North Carolina. The parties intend to expedite the arbitration and limit discovery so as to reduce the costs of arbitration, and expressly agree to conduct the arbitration and obtain a final ruling from the arbitrator within six months of the arbitrator being appointed. The parties expressly agree that the arbitrator shall have the power, jurisdiction, and authority to award the prevailing party all costs, including attorney’s fees, collection fees, interest, court costs and/or arbitration fees.

By: _____

Accepted: _____

Dragonfly Pond Works

Date

Winding Cypress

Date

To be completed by client:

Billing Email & Contact _____

Billing Phone _____

Billing Address _____

RESOLUTION NO. 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT, AUTHORIZING THE ESTABLISHMENT OF A DISTRICT CHECKING/OPERATING ACCOUNT, DESIGNATING DISTRICT OFFICIALS AND/OR AUTHORIZED STAFF TO REVIEW, APPROVE AND ISSUE PAYMENT OF EXPENDITURES, SELECTING THE SIGNATORIES THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Winding Cypress Community Development District ("District") has established a District checking/operating account in order for the District to expend public funds of the District as authorized and required; and

WHEREAS, the Board of Supervisors (the "Board") of the District shall designate authorized staff and/or District officials to approve expenditures, via electronic or non-electronic approval processes, from the checking/operating account;

WHEREAS, the Board of the District has selected Todd Wodraska, Jason Pierman, Patricia LasCasas, Michelle Krizen and _____ to serve as the signatories, as required, on the District checking/operating account; and

WHEREAS, all resolutions or parts thereof of the District in conflict with the provisions contained herein are to the extent of any such conflict, hereby superseded and repealed.

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

Section 1. The above recitals are hereby adopted.

Section 2. Each expenditure from the checking/operating account will require a minimum of two (2) approvals and a designated member of the Board, by an electronic approval procedure, will have an opportunity to review the District's expenditure(s) prior to release of payment(s).

Section 3. When necessary to write checks, the signatures of two (2) of the six (6) signatories named herein will be required on all District checks tendered from the District checking/operating account, as approved.

PASSED, ADOPTED and becomes EFFECTIVE this 6th day of June, 2023.

ATTEST:

**WINDING CYPRESS
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

RESOLUTION NO. 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION NO. 2023-05; AMENDING THE PROPOSED BUDGET AND SETTING THE DATE AND TIME FOR THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2023/2024 FINAL BUDGET AND ASSESSMENTS AND AUTHORIZING THE SECRETARY AND DISTRICT MANAGER TO TAKE CERTAIN ACTIONS TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Winding Cypress Community Development District (the “District”) is required by Chapter 190.008, *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and

WHEREAS, the Board previously adopted Resolution 2023-05 approving a proposed budget and setting a public hearing for August 1, 2023; and

WHEREAS, the Board to has determined to make further changes to the Proposed Budget (the “Amended Proposed Budget”) as attached hereto as Exhibit A; and

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

1. Resolution No. 2023-05 is hereby amended reflect the approval of the Amended Proposed Budget for Fiscal Year 2023/2024.

2. Pursuant to Chapter 190, Florida Statutes, a public hearing on the Amended Proposed Budget for Fiscal Year 2023/2024 is hereby declared and set for the following date, hour and location:

DATE:	August 1, 2023
HOOR:	1:00 p.m.
LOCATION:	Clubhouse at Winding Cypress 7180 Winding Cypress Drive Naples, Florida 34114

3. The District Manager is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with all applicable notice requirements. The Secretary of the District is hereby directed to submit a copy of the of the Amended Proposed Budget to Collier County immediately upon approval of this Resolution as a supplement to the Proposed Budget which was submitted at least sixty (60) days prior to the public hearing date for adoption of the same.

4. Except as otherwise provided herein, all provisions of Resolution 2023-05 continue in full force and effect.

5. 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.

6. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED, ADOPTED and EFFECTIVE this 6th day of June, 2023.

ATTEST:

**WINDING CYPRESS
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Exhibit A: Amended Proposed Budget for Fiscal Year 2023/2024

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)

Winding Cypress
Community Development District

**Financial Report For
May 2023**

**WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
MAY 2023**

	Annual Budget 10/1/22 - 9/30/23	Actual May-23	Year To Date Actual 10/1/22 - 5/31/23
REVENUES			
O & M Assessments	177,752	681	177,204
Debt Assessments (2015)	526,216	1,722	522,978
Debt Assessments (2019)	311,687	1,019	309,573
Other Revenue	0	0	0
Interest Income - Operating	180	0	4,316
Interest Income - Preserve Areas	0	0	8,347
TOTAL REVENUES	\$ 1,015,835	\$ 3,422	\$ 1,022,418
EXPENDITURES			
Supervisor Fees	1,200	0	0
Payroll Taxes - Employer	96	0	0
Engineering/Inspections	8,500	0	19,407
Preserve Maintenance	79,700	0	75,100
Lake Bank Maintenance	25,000	0	0
Management	37,680	3,140	25,120
Legal	15,500	0	5,098
Assessment Roll	5,000	0	0
Audit Fees	4,100	0	0
Arbitrage Rebate Fee	650	0	650
Insurance	6,000	0	6,134
Legal Advertisements	2,500	0	1,533
Miscellaneous	750	94	400
Postage	275	24	338
Office Supplies	550	72	347
Dues & Subscriptions	175	0	175
Trustee Fee	7,800	0	8,277
Continuing Disclosure Fee	1,500	0	0
TOTAL EXPENDITURES	\$ 196,976	\$ 3,330	\$ 142,579
REVENUES LESS EXPENDITURES	\$ 818,859	\$ 92	\$ 879,839
Bond Payments (2015)	(486,750)	(1,687)	(492,947)
Bond Payments (2019)	(288,311)	(999)	(291,797)
BALANCE	\$ 43,798	\$ (2,594)	\$ 95,095
County Appraiser & Tax Collector Fees	(35,039)	(68)	(19,413)
Discounts For Early Payments	(41,134)	0	(38,535)
EXCESS/ (SHORTFALL)	\$ (32,375)	\$ (2,662)	\$ 37,147
CARRYOVER FROM PRIOR YEAR	32,375	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (2,662)	\$ 37,147
Operating Account Bank Balance As Of 5/31/23	\$ 165,701.21		
Accounts Payable As Of 5/31/23	\$ 30,810.22		
Accounts Receivable As Of 5/31/23	\$ -		
Available Funds As Of 5/31/23	\$ 134,890.99		

Preserve Areas Bank Account As Of 5/31/23	\$ 757,236.64
--	----------------------

Preserve Areas Funds Totaling \$748,196 Are Designated For A Long Term Management Fund For The Preserve Areas. These Funds Cannot Be Used For District Operations.

Winding Cypress Community Development District
Expenditures
October 2022 through May 2023

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
Expenditures					
01-1310 · Engineering					
	11/25/2022	19216-01-48	J.R. Evans Engineering	general consultation services thru 11/25/2022	1,120.00
	01/27/2023	19216-01-49	J.R. Evans Engineering	general consultation services thru 01/27/2023	420.00
	02/24/2023	19216-01-50	J.R. Evans Engineering	general consultation services thru 02/24/2023	6,395.00
	03/31/2023	19216-01-51	J.R. Evans Engineering	general consultation services thru 03/31/2023	5,425.00
	04/28/2023	19216-01-52	J.R. Evans Engineering	general consultation services thru 04/28/2023	6,046.50
Total 01-1310 · Engineering					19,406.50
01-1311 · Management Fees					
	10/31/2022	2022-1668	Special District Services	management fee October 2022	3,140.00
	11/30/2022	2022-1772	Special District Services	management fee November 2022	3,140.00
	12/31/2022	2022-1982	Special District Services	management fee December 2022	3,140.00
	01/31/2023	2023-0069	Special District Services	management fee January 2023	3,140.00
	02/28/2023	2023-0177	Special District Services	management fee February 2023	3,140.00
	03/31/2023	2023-0286	Special District Services	management fee March 2023	3,140.00
	04/30/2023	2023-0393	Special District Services	management fee April 2023	3,140.00
	05/31/2023	2023-0518	Special District Services	management fee May 2023	3,140.00
Total 01-1311 · Management Fees					25,120.00
01-1315 · Legal Fees					
	10/31/2022	10/31/2022	Kutak Rock LLP	legal services thru 10/31/2022	477.80
	11/30/2022	11/30/2022	Kutak Rock LLP	legal services thru 11/30/2022	2,180.15
	12/31/2022	12/31/2022	Kutak Rock LLP	legal services thru 12/31/2022	406.00
	01/31/2023	01/31/2023	Kutak Rock LLP	legal services thru 01/31/2023	904.05
	02/28/2023	02/28/2023	Kutak Rock LLP	legal services thru 02/28/2023	782.50
	03/31/2023	03/31/2023	Kutak Rock LLP	legal services thru 03/31/2023	347.50
Total 01-1315 · Legal Fees					5,098.00
01-1330 · Arbitrage Rebate Fee					
	01/12/2023	002904	LLS Tax Solutions Inc	Arbitrage Rebate calc report fee Series 2015	650.00
Total 01-1330 · Arbitrage Rebate Fee					650.00
01-1450 · Insurance					
	10/01/2022	16520	Egis Insurance Advisors LLC	policy# 100122281 10/1/22-10/1/23	6,134.00
Total 01-1450 · Insurance					6,134.00

Winding Cypress Community Development District
Expenditures
October 2022 through May 2023

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
01-1480 · Legal Advertisements					
	10/25/2022	0005055489	Naples Daily News	Notice of LO Mtg & Reg Board Mtg	686.00
	01/30/2023	0005322143	Naples Daily News	Notice of Board Mtg	252.00
	03/31/2023	0005494752	Naples Daily News	Notice of Board Mtg	294.00
	04/24/2023	0005569984	Naples Daily News	Notice of Board Mtg	301.00
Total 01-1480 · Legal Advertisements					<u>1,533.00</u>
01-1512 · Miscellaneous					
	12/31/2022	2022-1982	Special District Services	travel - November 2022	195.00
	03/31/2023	2023-0286	Special District Services	conference calls - February 2023	39.40
	03/31/2023	2023-0286	Special District Services	travel - February 2023	72.05
	05/31/2023	2023-0518	Special District Services	conference calls - April 2023	21.47
	05/31/2023	2023-0518	Special District Services	Travel - April 2023	72.05
Total 01-1512 · Miscellaneous					<u>399.97</u>
01-1513 · Postage and Delivery					
	10/31/2022	2022-1668	Special District Services	FedEx September 2022	4.40
	11/30/2022	2022-1772	Special District Services	FedEx October 2022	40.74
	11/30/2022	2022-1772	Special District Services	postage October 2022	7.82
	12/30/2022	12/30/2022	Collier County Tax Collector,	pro rata share of postage for tax billing	76.61
	12/31/2022	2022-1982	Special District Services	FedEx November 2022	21.30
	01/31/2023	2023-0069	Special District Services	FedEx December 2022	31.40
	02/28/2023	2023-0177	Special District Services	FedEx January 2023	5.48
	03/31/2023	2023-0286	Special District Services	FedEx February 2023	64.74
	04/30/2023	2023-0393	Special District Services	FedEx -March 2023	61.65
	05/31/2023	2023-0518	Special District Services	FedEx -April 2023	24.05
Total 01-1513 · Postage and Delivery					<u>338.19</u>

Winding Cypress Community Development District
Expenditures
October 2022 through May 2023

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
01-1514 · Office Supplies					
	10/31/2022	2022-1668	Special District Services	copier charges 09/30/2022	19.50
	11/30/2022	2022-1772	Special District Services	copier charges October 2022	23.40
	11/30/2022	2022-1772	Special District Services	meeting books October 2022	32.00
	12/31/2022	2022-1982	Special District Services	copier charges November 2022	18.90
	12/31/2022	2022-1982	Special District Services	meeting books November 2022	60.00
	01/31/2023	2023-0069	Special District Services	copier charges December 2022	21.30
	02/28/2023	2023-0177	Special District Services	copier charges January 2023	8.70
	03/31/2023	2023-0286	Special District Services	copier charges February 2023	41.25
	03/31/2023	2023-0286	Special District Services	meeting books February 2023	40.00
	04/30/2023	2023-0393	Special District Services	copier charges March 2023	9.45
	05/31/2023	2023-0518	Special District Services	copier charges April 2023	40.20
	05/31/2023	2023-0518	Special District Services	meeting books - April 2023	32.00
Total 01-1514 · Office Supplies					<u>346.70</u>
01-1540 · Dues, License & Subscriptions					
	10/03/2022	87215	Department of Economic Opportunity	special district fee FY 22/23	175.00
Total 01-1540 · Dues, License & Subscriptions					<u>175.00</u>
01-1550 · Trustee Fees (GF)					
	12/23/2022	6772310	US Bank (trustee fees)	Series 2015 12/1/22-11/30/23	4,246.25
	02/24/2023	6837647	US Bank (trustee fees)	Series 2019 02/01/23 -01/31/24	4,031.25
Total 01-1550 · Trustee Fees (GF)					<u>8,277.50</u>
01-1813 · Preserve Maintenance					
	12/30/2022	INV009330	Collier Environmental Services	Annual Maintenance treatment to wetland preserves	75,100.00
Total 01-1813 · Preserve Maintenance					<u>75,100.00</u>
Total Expenditures					<u>142,578.86</u>

**WINDING CYPRESS CDD
TAX COLLECTIONS
2022 - 2023**

#	ID#	Payment From	DATE	FOR	Tax Collect Receipts Gross	Interest Received	Commission Paid	Discount	Net From Tax Collector	O & M Assessment Income (Before Discounts & Fees)	Series 2015 Debt Assessment Income (Before Discounts & Fees)	Series 2019 Debt Assessment Income (Before Discounts & Fees)	O & M Assessment Income (After Discounts & Fees)	Series 2015 Debt Assessment Income (After Discounts & Fees)	Series 2019 Debt Assessment Income (After Discounts & Fees)	Series 2015 Debt Assessment Paid to Trustee	Series 2019 Debt Assessment Paid to Trustee
									\$1,015,655	\$177,752	\$526,216	\$311,687	\$177,752	\$526,216	\$311,687		
									\$939,482	\$164,421	\$486,750	\$288,311	\$164,421	\$486,750	\$288,311	\$486,750	\$288,311
1	1	Collier Cty Tax Collector	10/27/22	NAV Taxes	\$ 2,193.09		\$ (41.56)	\$ (115.12)	\$ 2,036.41	\$ 383.69	\$ 1,136.60	\$ 672.80	\$ 356.21	\$ 1,055.45	\$ 624.75	\$ 1,055.45	\$ 624.75
2	2	Collier Cty Tax Collector	11/09/22	NAV Taxes	\$ 18,773.78		\$ (360.46)	\$ (750.93)	\$ 17,662.39	\$ 3,284.63	\$ 9,729.70	\$ 5,759.45	\$ 3,090.09	\$ 9,153.75	\$ 5,418.55	\$ 9,153.75	\$ 5,418.55
3	3	Collier Cty Tax Collector	11/14/22	NAV Taxes	\$ 73,742.36		\$ (1,415.86)	\$ (2,949.58)	\$ 69,376.92	\$ 12,901.91	\$ 38,217.75	\$ 22,622.70	\$ 12,138.07	\$ 35,955.35	\$ 21,283.50	\$ 35,955.35	\$ 21,283.50
4	4	Collier Cty Tax Collector	11/21/22	NAV Taxes	\$ 170,744.68		\$ (3,278.30)	\$ (6,829.49)	\$ 160,636.89	\$ 29,873.48	\$ 88,490.15	\$ 52,381.05	\$ 28,104.99	\$ 83,251.70	\$ 49,280.20	\$ 83,251.70	\$ 49,280.20
5	5	Collier Cty Tax Collector	12/05/22	NAV Taxes	\$ 460,975.88		\$ (8,850.75)	\$ (18,438.25)	\$ 433,686.88	\$ 80,652.33	\$ 238,905.35	\$ 141,418.20	\$ 75,877.73	\$ 224,762.60	\$ 133,046.55	\$ 224,762.60	\$ 133,046.55
6	6	Collier Cty Tax Collector	12/12/22	NAV Taxes	\$ 194,891.64		\$ (3,742.27)	\$ (7,778.11)	\$ 183,371.26	\$ 34,098.19	\$ 101,004.55	\$ 59,788.90	\$ 32,082.51	\$ 95,034.05	\$ 56,254.70	\$ 95,034.05	\$ 56,254.70
7	7	Collier Cty Tax Collector	12/20/22	NAV Taxes	\$ 17,451.84		\$ (336.41)	\$ (631.34)	\$ 16,484.09	\$ 3,053.34	\$ 9,044.60	\$ 5,353.90	\$ 2,883.99	\$ 8,543.05	\$ 5,057.05	\$ 8,543.05	\$ 5,057.05
8	8	Collier Cty Tax Collector	01/09/23	NAV Taxes	\$ 20,887.15		\$ (405.21)	\$ (626.59)	\$ 19,855.35	\$ 3,654.35	\$ 10,825.00	\$ 6,407.80	\$ 3,473.75	\$ 10,290.30	\$ 6,091.30	\$ 10,290.30	\$ 6,091.30
9	Int - 1	Collier Cty Tax Collector	01/13/23	Interest		\$ 504.85			\$ 504.85	\$ 504.85			\$ 504.85			\$ -	\$ -
10	9	Collier Cty Tax Collector	02/06/23	NAV Taxes	\$ 16,159.78		\$ (316.40)	\$ (339.79)	\$ 15,503.59	\$ 2,827.28	\$ 8,375.00	\$ 4,957.50	\$ 2,712.39	\$ 8,034.95	\$ 4,756.25	\$ 8,034.95	\$ 4,756.25
11	10	Collier Cty Tax Collector	03/06/23	NAV Taxes	\$ 7,576.30		\$ (150.01)	\$ (75.76)	\$ 7,350.53	\$ 1,325.50	\$ 3,926.50	\$ 2,324.30	\$ 1,285.88	\$ 3,809.55	\$ 2,255.10	\$ 3,809.55	\$ 2,255.10
12	11	Collier Cty Tax Collector	04/10/23	NAV Taxes	\$ 22,385.04		\$ (447.70)		\$ 21,937.34	\$ 3,916.44	\$ 11,601.30	\$ 6,867.30	\$ 3,838.09	\$ 11,369.30	\$ 6,729.95	\$ 11,369.30	\$ 6,729.95
13	Int - 2	Collier Cty Tax Collector	04/10/23	Interest		\$ 47.53			\$ 47.53	\$ 47.53			\$ 47.53			\$ -	\$ -
14	12	Collier Cty Tax Collector	05/11/23	NAV Taxes/Interest	\$ 3,322.12	\$ 99.66	\$ (68.44)		\$ 3,353.34	\$ 680.83	\$ 1,721.75	\$ 1,019.20	\$ 667.14	\$ 1,687.35	\$ 998.85	\$ 1,687.35	\$ 998.85
15									\$ -								
16									\$ -								
17									\$ -								
18									\$ -								
19									\$ -								
					\$1,009,103.66	\$ 652.04	\$ (19,413.37)	\$ (38,534.96)	\$ 951,807.37	\$ 177,204.35	\$ 522,978.25	\$ 309,573.10	\$ 167,063.22	\$ 492,947.40	\$ 291,796.75	\$ 492,947.40	\$ 291,796.75

Assessment Roll = \$1,015,993.96

Note: \$1,015,655, \$177,752, \$526,216 and \$311,687 are 2022/2023 budgeted assessments before discounts and fees.
\$939,482, \$164,421, \$486,750 and \$288,311 are 2022/2023 budgeted assessments after discounts and fees.

\$ 1,009,103.66	
\$ 652.04	\$ 951,807.37
\$ (177,204.35)	\$ (167,063.22)
\$ (522,978.25)	\$ (492,947.40)
\$ (309,573.10)	\$ (291,796.75)
\$ -	\$ -