



**WINDING CYPRESS
COMMUNITY DEVELOPMENT
DISTRICT**

**COLLIER COUNTY
SPECIAL BOARD MEETING
JULY 11, 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
SPECIAL BOARD MEETING
July 11, 2023
1:00 p.m.

- A. Call to Order
- B. Pledge of Allegiance
- C. Proof of Publication.....Page 1
- D. Establish a Quorum
- E. Additions or Deletions to Agenda
- F. Comments from the Public for Items Not on the Agenda
- G. Approval of Minutes
 - 1. June 29, 2023 Special Board Meeting.....Page 2
- H. Old Business
- I. New Business
 - 1. Updates Regarding Special Legal Counsel.....Page 3
- J. Administrative Matters
 - 1. Manager's Report
 - Financials.....Page 11
 - 2. Engineer's Report
 - 3. Attorney's Report
- K. Board Members Comments
- L. Adjourn

Miscellaneous Notices

Published in Naples Daily News on June 30, 2023

Location

Collier County, Florida

Notice Text

NOTICE OF SPECIAL 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 Special Board Meeting on July 11, 2023, at 1:00 p.m. at the Clubhouse at Winding Cypress located at 7180 Winding Cypress Drive, Naples, Florida 34114. The purpose of the Special Board Meeting is for the Board to consider any business which may properly come before it. 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 June 30, 2023 #5750010

JUNE 29, 2023
SPECIAL BOARD MEETING MINUTES

TO BE PRESENTED
AT THE NEXT MEETING

SS COMMENTS 07/07/23

CONTINGENT FEE AGREEMENT

Effective Date: July ____, 2023

RECITALS

A. Winding Cypress Community Development District (the "Client") desires to retain Ball Janik, LLP ("Attorneys") to represent Client in asserting claims against potentially liable parties for construction and/or design defects and/or failure to properly maintain, and the resulting property damage, to the lakes and common areas for which the Client is responsible throughout the community known as the Winding Cypress Community, located in Collier County, Florida.

B. Based on an assessment of the litigation risk, Client and Attorneys have agreed that Attorneys will represent Client under a pure contingent fee arrangement, with specific contingent-fee percentages set forth below, on the terms set forth in this Contingent Fee Agreement ("Agreement").

AGREEMENTS

1. The Client retains and employs Attorney to represent Client in prosecuting the claims set forth in Recital A above. Client agrees to cooperate with Attorney and others working for Client's benefit by, among other things, keeping appointments, appearing for depositions, assembling and producing documents, attending special court appearances, and providing and coordinating access to the community for expert inspections.

2. Attorneys agree to provide conscientious, competent, and diligent services to represent Client. Partners Phillip E. Joseph, Evan J. Small, and Jeffrey A. Wideltz will be the primary attorneys for Ball Janik LLP, but Attorneys may assign all or a portion of the work to be performed to associates or to other attorneys in the firm, and may use paralegals or others working under an attorney's supervision. Without limiting the foregoing Attorneys agree to keep Client informed regarding the progress of the claims set forth in Recital A above including, without limitation, responding to Client's inquiries, sending to Client copies of all material correspondence sent on Client's behalf, copies of all material pleading and other documents filed on Client's behalf and copies of all material documents received from opposing/interested parties or their counsel or other representatives and agents.

3. Attorneys will be paid for their work and the costs and expenses per Paragraph 4 only if they obtain a recovery for Client, except as provided in paragraph 7-1812. If Attorneys obtain a recovery for Client, Attorneys will receive a percentage of such recovery as an attorneys' fee as follows:

- Thirty-Three and one third percent (33 1/3%) of the total sums recovered by settlement prior to the filing of a Lawsuit in this matter

~~before trial, or Forty percent (40%) of the total sums recovered, by judgement after trial, re-trial or appeal or settlement.~~

- ~~Thirty-Five percent (35%) of the total sums recovered, by trial or settlement, within one (1) year of the filing of a Lawsuit in this matter.~~
- ~~Thirty-Seven percent (37%) of the total sums recovered, by trial or settlement, between one (1) and two (2) years after the filing of a Lawsuit in this matter.~~
- Forty percent (40%) of the total sums recovered, by trial or settlement, two (2) years or more after the filing of a Lawsuit in this matter.

(a) ~~“Sums-sums recovered” or “recovery” means the entire amount of any collected settlement or~~ collected judgment in favor of Client, including any award or settlement for pre-judgment interest, attorney fees, any portion of a punitive-damage award or settlement not allocated to the Department of Justice, and the reasonable value of any non-monetary benefit to Client as determined by Client, Attorney, and an expert mutually approved by Client and Attorney, or, in the event Client and Attorney cannot agree on a single expert, by a panel of three experts with Client and Attorney each selecting one expert and the two experts then choosing the third. Costs and expenses of such experts shall be split between the Client and Attorneys.- Notwithstanding, non-monetary benefit to Client does not include any amount or value for injunctive relief. Client understands that all other costs and expenses -described in Paragraph 4 shall be deducted from Client’s portion of Client’s portion of any recovery with the relative percentages provided above (but costs and expenses shall not be chargeable to Client if there is no recovery consented to by Attorneys and Client). Client is responsible for payment of any applicable taxes on its portion of the sums recovered. **No settlement shall be made without full knowledge and consent of Attorney and Client.**

Attorneys agrees to notify the Client whenever a settlement offer is received by the Attorney including the amount and other terms of the proposed settlement. Likewise, Client agrees to notify Attorneys whenever a settlement offer is received by the Client including the amount and other terms of the proposed settlement.

Sums recovered shall exclude any interest on costs and expenses advanced by Attorneys.

(b) The attorneys' fees and costs provided for in this Agreement shall be a lien upon any cause of action and any recovery related to this matter. By this agreement, Client grants Attorneys a consensual lien and agrees to sign any necessary documentation perfecting such a lien on any recovery for the amount of any unpaid attorneys' fees and costs provided for in this Agreement.

(c) If there is a legal basis for doing so, Attorneys will seek to recover from the opposing party the reasonable attorneys' fees incurred by Client. Client acknowledges that such fees will be calculated by multiplying Attorneys' hourly rates by the number of hours spent by Attorneys. Client agrees to ~~folly-fully~~ cooperate with Attorneys' efforts, if any, to recover attorneys' fees from the opposing party. If there is such an award or payment of attorneys' fees, ~~Attorneys are entitled to elect, in their sole discretion, one of the following methods of calculating the fee owed:~~

~~(i) Attorneys may such award or payment of attorney's fees shall be included such award or payment of attorneys' fees in the "sums recovered," and then calculate the contingent fee owed using the percentages provided above;~~

~~(ii) Attorneys may be paid the full award or payment of attorneys' fees in lieu of the percentage fee provided above; or~~

~~(iii) Attorneys may be paid the percentage fee provided above with the award or payment of attorneys' fees applied as an offset to any percentage fee owed.~~

(d) Subject to paragraph ~~7[8]2~~ below, if no recovery is made on Client's behalf, then Client is not liable for attorneys' fees to Attorneys or for the actual costs and expenses incurred by Attorneys.

4. Client agrees to be responsible for ~~its pro-rata share of~~ Attorneys' payments on Client's behalf for actual out-of-pocket costs and expenses ~~(all without markup)~~ including, without limitation, ~~engineering (e.g. Epic Forensics and Engineering, or one or more other engineering firms) and other~~ expert services, filing fees, service fees, computer research fees, court-reporter fees, long- distance telephone charges, internal and third-party copying charges, mediator fees, travel expenses, and messenger fees. Attorneys will advance such costs to third parties at its discretion as necessary to diligently prosecute the claims set forth in Recital A above. All unpaid costs and expenses incurred by Attorneys on Client's behalf will be deducted from Client's share of any sums recovered, or will be promptly paid by Client if Client voluntarily terminates Attorneys' representation prior to settlement or ultimate recovery. Client agrees that Attorneys ~~may-shall~~ employ investigators and experts as may be required to prepare, pursue, and litigate the claims set forth in Recital A above. Notwithstanding the foregoing, Attorneys shall obtain Client's prior approval for costs that cumulatively exceed \$~~150~~,000. Attorneys are authorized to pay the investigators' and experts' fees or expenses and then seek reimbursement from Client out of any recovery ~~(in the respective percentages set forth above)~~, or fully from Client at Client's voluntary termination of Attorneys' representation prior to settlement or ultimate recovery. Attorneys will strive to keep costs and expenses as low as reasonably possible commensurate with the estimated value of the claims. Attorneys will not advance costs and expenses for Client to perform repair work, including related architectural or engineering fees.

5. Attorneys may receive any Client-approved settlement or judgment amount and may retain from such amount Attorneys' compensation pursuant to the terms of this Agreement. Before disbursing the remainder to Client, Attorneys will also deduct the amount of any costs and expenses advanced by Attorneys on client's behalf.

6. In the event of a settlement or judgment, the net recovered amounts due to the Client will be sent to the Association to be used as determined by the Board.

7. This Agreement may be cancelled by Client, by written notification to Attorneys at any time within three (3) business days of the date this Agreement was signed, as established by the Effective Date above, and if cancelled Client shall not be obligated to pay any fees to Attorneys for work performed during that time. However, if Attorneys have advanced costs or expenses on Client's behalf before such cancellation, then Attorneys are entitled to be reimbursed for such amounts as Attorneys reasonably advanced on Client's behalf. Thereafter, Client may terminate this Agreement at any time and for any reason prior to settlement or ultimate recovery, subject to the following terms:

(i) If the representation is terminated, Attorneys will assist in the transition to new counsel, if any;

(ii) If Client terminates the representation, Client shall pay to Attorneys, and Attorneys shall have an attorney's lien under Florida law, commencing on the Effective Date and continuing until paid, on any judgment or settlement recovered, in an amount equal to Attorneys' hourly rates in effect on the termination date for time expended on Client's behalf, plus all unreimbursed costs; and

(iii) Client shall promptly reimburse all costs and expenses which Attorneys have advanced on Client's behalf.

As an alternative to payment in subsection (ii) above, Client agrees that Attorneys may elect in their sole discretion to have an attorney's lien (pursuant to Florida law) on, and take a portion of, any recovery obtained by other counsel proportional to the number of hours expended by Attorneys and the number of hours expended by other counsel, plus unreimbursed costs.

8. Client and Attorneys hereby acknowledge and agree that Attorneys and all associated counsel or parties to this Agreement will furnish legal services and conduct themselves consistent with the standards set forth in Paragraph 2 above and by the State of Florida and the Rules of Professional Conduct of the Florida Bar.

9. Attorneys make no warranties or representations to Client concerning the successful termination of Client's claims or the favorable outcome of any legal action that may be filed, and Attorneys does not warrant or guarantee any recovery. All statements of Attorneys on these matters are statements of opinion only.

10. This Agreement constitutes the entire agreement between Attorneys and Client, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on Attorneys except to the extent incorporated in this Agreement. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

11. Client and Attorneys warrant that the signers of this Agreement have full authority to sign on behalf of each party. Attorneys will take direction from and will communicate with the lead plaintiff for Client.

12. At the end of the engagement, Attorneys will turn over the file to Client. If the Client does not want the file, it agrees that the file may be destroyed in accordance with Attorney's document retention policy and any applicable rules of the Florida Bar.

13. If a dispute arises between Client and Attorneys regarding Attorney's compensation under this Agreement (other than the non-monetary benefit to Client which is covered by the dispute resolution procedure set forth in Paragraph 3), the parties agree to resolve that dispute through the Florida Bar Fee Arbitration Program.

**YOU ARE ENTITLED TO RESCIND THIS AGREEMENT WITHIN THREE (3) DAYS AFTER SIGNING, UPON WRITTEN NOTICE TO ATTORNEYS.
(Please read the explanation on the following Client Bill of Rights before signing)**

We have read this Agreement, we understand it, and we agree to its terms.

ACKNOWLEDGED AND AGREED:

**WINDING CYPRESS COMMUNITY
DEVELOPMENT DISTRICT**

BALL JANIK LLP

Signature: _____

By: _____

Phillip E. Joseph, Partner

Printed Name: _____

Title: _____

Phone Number: _____

STATEMENT OF CLIENTS'S RIGHTS UNDER CONTINGENT FEE AGREEMENTS

Before you, the prospective Client, arrange a contingent fee agreement with a lawyer, you should understand this statement of your rights as a Client. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective Client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a Client a set fee or a percentage of money recovered in a case. You, the Client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer you may talk with other lawyers.

2. Any contingent fee contract must be in writing and you have 3 business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within 3 business days of signing the contract. If you withdraw from the contract within the first 3 business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the 3-day period, you may have to pay a fee for work the lawyer has done.

3. Before hiring a lawyer, you, the Client, have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.

4. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, the lawyer should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least 1 lawyer from each law firm must sign the contingent fee contract.

5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract that includes the new lawyers. You, the Client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the Client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also

have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the Client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money that you might have to pay to your lawyer for costs and liability you might have for attorney's fees, costs, and expenses to the other side.

8. You, the Client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement your lawyer cannot pay any money to anyone, including you, without an appropriate order of the court. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the Client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the Client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time you, the Client, believe that your lawyer has charged an excessive or illegal fee, you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 850/561-5600, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit, unless

your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating the Florida Bar) be included in your fee contract.

ACKNOWLEDGED AND AGREED:

**WINDING CYPRESS COMMUNITY
DEVELOPMENT DISTRICT**

BALL JANIK LLP

Signature: _____

By: _____

Phillip E. Joseph, Partner

Printed Name: _____

Title: _____

Phone Number: _____

Winding Cypress
Community Development District

**Financial Report For
June 2023**

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

| | Annual Budget 10/1/22 - 9/30/23 | Actual Jun-23 | Year To Date Actual 10/1/22 - 6/30/23 |
|---|--|--------------------------|--|
| REVENUES | | | |
| O & M Assessments | 177,752 | 0 | 177,204 |
| Debt Assessments (2015) | 526,216 | 0 | 522,978 |
| Debt Assessments (2019) | 311,687 | 0 | 309,573 |
| Other Revenue | 0 | 0 | 0 |
| Interest Income - Operating | 180 | 0 | 4,855 |
| Interest Income - Preserve Areas | 0 | 0 | 10,793 |
| TOTAL REVENUES | \$ 1,015,835 | \$ - | \$ 1,025,403 |
| EXPENDITURES | | | |
| Supervisor Fees | 1,200 | 0 | 0 |
| Payroll Taxes - Employer | 96 | 0 | 0 |
| Engineering/Inspections | 8,500 | 0 | 24,586 |
| Preserve Maintenance | 79,700 | 0 | 75,100 |
| Lake Bank Maintenance | 25,000 | 0 | 0 |
| Management | 37,680 | 3,140 | 28,260 |
| Legal | 15,500 | 0 | 6,214 |
| Assessment Roll | 5,000 | 0 | 0 |
| Audit Fees | 4,100 | 4,600 | 4,600 |
| Arbitrage Rebate Fee | 650 | 0 | 650 |
| Insurance | 6,000 | 0 | 6,134 |
| Legal Advertisements | 2,500 | 0 | 2,135 |
| Miscellaneous | 750 | 136 | 536 |
| Postage | 275 | 8 | 353 |
| Office Supplies | 550 | 181 | 528 |
| Dues & Subscriptions | 175 | 0 | 175 |
| Trustee Fee | 7,800 | 0 | 8,277 |
| Continuing Disclosure Fee | 1,500 | 0 | 0 |
| Stormwater Management | 0 | 1,500 | 1,500 |
| TOTAL EXPENDITURES | \$ 196,976 | \$ 9,565 | \$ 159,048 |
| REVENUES LESS EXPENDITURES | \$ 818,859 | \$ (9,565) | \$ 866,355 |
| Bond Payments (2015) | (486,750) | 0 | (492,948) |
| Bond Payments (2019) | (288,311) | 0 | (291,797) |
| BALANCE | \$ 43,798 | \$ (9,565) | \$ 81,610 |
| County Appraiser & Tax Collector Fees | (35,039) | 0 | (19,413) |
| Discounts For Early Payments | (41,134) | 0 | (38,535) |
| EXCESS/ (SHORTFALL) | \$ (32,375) | \$ (9,565) | \$ 23,662 |
| CARRYOVER FROM PRIOR YEAR | 32,375 | 0 | 0 |
| NET EXCESS/ (SHORTFALL) | \$ - | \$ (9,565) | \$ 23,662 |
| Operating Account Bank Balance As Of 6/30/23 | \$ 127,627.37 | | |
| Accounts Payable As Of 6/30/23 | \$ 8,667.31 | | |
| Accounts Receivable As Of 6/30/23 | \$ - | | |
| Available Funds As Of 6/30/23 | \$ 118,960.06 | | |

| | |
|--|----------------------|
| Preserve Areas Bank Account As Of 6/30/23 | \$ 759,681.99 |
|--|----------------------|

**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 June 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 |
| | 05/30/2023 | 19216-01-53 | J.R. Evans Engineering | general consultation services thru 05/30/2023 | 5,180.00 |
| Total 01-1310 · Engineering | | | | | <u>24,586.50</u> |
| 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 |
| | 06/30/2023 | 2023-0628 | Special District Services | management fee June 2023 | 3,140.00 |
| Total 01-1311 · Management Fees | | | | | <u>28,260.00</u> |
| 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 |
| | 04/30/2023 | 04/30/2023 | Kutak Rock LLP | legal services thru 04/30/2023 | 1,116.00 |
| Total 01-1315 · Legal Fees | | | | | <u>6,214.00</u> |
| 01-1320 · Audit Fees | | | | | |
| | 06/02/2023 | 24332 | Grau and Associates | fee for FY 2021/2022 audit | 4,600.00 |
| Total 01-1320 · Audit Fees | | | | | <u>4,600.00</u> |
| 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 | | | | | <u>650.00</u> |
| 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 | | | | | <u>6,134.00</u> |

Winding Cypress Community Development District
Expenditures
October 2022 through June 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 |
| | 05/28/2023 | 0005643066 | Naples Daily News | Notice of Board Mtg | 602.00 |
| Total 01-1480 · Legal Advertisements | | | | | 2,135.00 |
| 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 |
| | 06/30/2023 | 2023-0628 | Special District Services | conference calls - May 2023 | 63.52 |
| | 06/30/2023 | 2023-0628 | Special District Services | Travel - May 2023 | 72.05 |
| Total 01-1512 · Miscellaneous | | | | | 535.54 |
| 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 |
| | 04/10/2023 | 04/10/2023 | Collier County Tax Collector, | pro rata share of postage for tax billing | 6.31 |
| | 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 |
| | 06/30/2023 | 2023-0628 | Special District Services | postage - May 2023 | 8.34 |
| Total 01-1513 · Postage and Delivery | | | | | 352.84 |

Winding Cypress Community Development District
Expenditures
October 2022 through June 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 |
| | 06/30/2023 | 2023-0628 | Special District Services | copier charges May 2023 | 149.40 |
| | 06/30/2023 | 2023-0628 | Special District Services | meeting books - May 2023 | 32.00 |
| Total 01-1514 · Office Supplies | | | | | <u>528.10</u> |
| 01-1540 · Dues, License & Subscriptions | | | | | |
| | 10/03/2022 | 87215 | Department of Economic Opportunity | special district fee FY 22/23 | <u>175.00</u> |
| Total 01-1540 · Dues, License & Subscriptions | | | | | <u>175.00</u> |
| 01-1550 · Trustee Fees | | | | | |
| | 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 | | | | | <u>8,277.50</u> |
| 01-1805 · Stormwater Management | | | | | |
| | 06/05/2023 | 22306006 | Sewer Viewer | rov storm w/ crew | <u>1,500.00</u> |
| Total 01-1805 · Stormwater Management | | | | | <u>1,500.00</u> |
| 01-1813 · Preserve Maintenance | | | | | |
| | 12/30/2022 | INV009330 | Collier Environmental Services | Annual Maintenance treatment to wetland preserves | <u>75,100.00</u> |
| Total 01-1813 · Preserve Maintenance | | | | | <u>75,100.00</u> |
| Total Expenditures | | | | | <u>159,048.48</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) |
| \$ - | \$ - |