



**WINDING CYPRESS  
COMMUNITY DEVELOPMENT  
DISTRICT**

**COLLIER COUNTY  
REGULAR BOARD MEETING  
MARCH 21, 2024  
1:00 P.M.**

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

[www.windingcypresscdd.org](http://www.windingcypresscdd.org)

561.630.4922 Telephone

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**AGENDA**  
**WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT**  
Clubhouse at Winding Cypress  
7180 Winding Cypress Drive  
Naples, Florida 34114  
**REGULAR BOARD MEETING**  
**March 21, 2024**  
**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. Approval of Minutes
  - 1. February 1, 2024 Regular Board Meeting Minutes.....Page 2
  - 2. March 7, 2024 Workshop Minutes.....Page 6
- G. Old Business
- H. New Business
  - 1. Consider Approval of Assignment and Assumption of Professional Services Agreement.....Page 9
  - 2. Accept and Receive Lake Erosion Evaluation Report.....Page 25
  - 3. Discussion Regarding Next Steps Regarding Lake Erosion
- I. Administrative Matters
  - 1. Manager's Report
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  - 2. Attorney's Report
- J. Comments from the Public for Items Not on the Agenda
- K. Board Members Comments
- L. Adjourn

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 March 21, 2024, 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](http://www.windingcypresscdd.org)

3/11/24 #9931308

**WINDING CYPRESS  
COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
FEBRUARY 1, 2024**

**A. CALL TO ORDER**

The February 1, 2024, Regular Board Meeting of the Winding Cypress Community Development District (the “District”) was called to order at 1:00 p.m. at the Clubhouse at Winding Cypress located at 7180 Winding Cypress Drive, Naples, Florida 34114.

**B. PLEDGE OF ALLEGIANCE**

**C. PROOF OF PUBLICATION**

Proof of publication was presented that Notice of the Regular Board Meeting had been published in the *Naples Daily News* on January 24, 2024, as legally required.

**D. CONSIDER APPOINTMENT TO BOARD VACANCY**

The Board previously had a chance to review the resume of Gerard O’Donohue and ask questions at a Workshop.

A **motion** was made by Mr. Ciriello, seconded by Mr. Petrovsky and passed unanimously appointing Gerard O’Donohue to Seat 5 to complete the term of office until 2026.

**E. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER DUTIES & RESPONSIBILITIES**

Ms. Krizen administered the Oath of Office. Ms. Willson gave a brief overview of a Board Member’s responsibilities, the Sunshine Law and Public Records Law. Ms. Willson provided the opportunity for questions. There were none.

**F. 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	Barbara Powell	Absent
Vice Chairman	Alex Petrovsky	Present
Supervisor	Gerard O’Donohue	Present
Supervisor	Patrick Cirello	Present
Supervisor	Paul Ellwood	Absent

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	Ted Tryka	Agnoli Barber & Brundage, Inc.

Also present were those indicated on the attached sign-in sheet.

## **G. ADDITIONS OR DELETIONS TO THE AGENDA**

There was a consensus of the Board to add Resolution 2024-01 - Designate Board Positions under New Business since a new Board Member was added.

## **H. APPROVAL OF MINUTES**

### **1. December 7, 2023, Regular Board Meeting**

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

A **motion** was made by Mr. Ciriello, seconded by Mr. Petrovsky and passed unanimously approving the minutes of the December 7, 2023, Regular Board Meeting, as presented.

### **2. January 18, 2024, Workshop**

The minutes of the January 18, 2024, Workshop were presented for consideration.

A **motion** was made by Mr. Ciriello, seconded by Mr. Petrovsky and passed unanimously approving the minutes of the January 18, 2024, Workshop, as presented.

## **I. OLD BUSINESS**

### **1. Engineering Status Report**

Mr. Tryka reported that the fieldwork portion of the inspection had been completed. A handout was shared with the Board to provide a sample of the report. Each lake has several data points, all data points do not indicate an issue. Each type of finding has a different code and will be easy to search and sort for specific data. Mr. Petrovsky was able to observe when the lake behind his house was being inspected. Mr. Petrovsky stated that he was impressed with the level of sophistication and detail. Mr. Petrovsky asked about the drop-offs and drains. A discussion ensued regarding drains and downspouts. Further discussions will take place after the report has been reviewed and accepted.

## **J. NEW BUSINESS**

### **1. Consider Resolution No. 2024-01 -**

Resolution No. 2024-01 was presented, entitled:

### **RESOLUTION 2024-01**

**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**

A **motion** was made by Mr. Petrovsky, seconded by Mr. Ciriello and passed unanimously adopting Resolution 2024-01, appointing Mr. O'Donohue as Assistant Secretary with the remaining officers staying the same.

Ms. Krizen reminded the Board Members that they are eligible to receive up to \$200 per meeting, not to exceed \$2,400 per year. Ms. Krizen asked each Board Member if they wished to receive payment for attending meetings.

Gerard O'Donohue - Declined  
Patrick Ciriello - Declined  
Paul Ellwood – Declined  
Alex Petrovsky – Accepted

It was noted that Ms. Krizen had previously asked Barbara Powell if she wished to receive payment for attending meetings and she declined payment.

**K. ADMINISTRATIVE MATTERS**

**1. Manager's Report**

Ms. Krizen presented the financials. There were no questions from the Board Members.

There was a consensus of the Board to cancel the February Workshop. The March 7, 2024, Regular Board Meeting will be a Workshop so that Mr. Tryka may present the Lake Bank Report. The March 21, 2024, Workshop will be a Regular Board Meeting. By making these changes, the Board will be able to accept the report more efficiently.

**2. Attorney's Report**

There is new legislation that took effect this year requiring 4 hours of ethics training for Board Members. Ms. Krizen will forward information regarding options for training that meet the requirements.

In addition, the filing of Form 1 – Statement of Financial Interests is now required to be filed electronically beginning this year. This is an annual requirement even if you filled one out last year.

**L. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

Several residents commented on the lakes, drainage and repairs. Until the report has been completed, the Board is unable to answer their questions.

**M. BOARD MEMBER COMMENTS**

There were no additional comments from the Board Members.

**N. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 2:23 p.m. on a **motion** made by Mr. Petrovsky, seconded by Mr. Ellwood and passed unanimously.

\_\_\_\_\_  
Chairman/Vice Chairman

\_\_\_\_\_  
Secretary/Assistant Secretary

Date Approved \_\_\_\_\_

**WINDING CYPRESS  
COMMUNITY DEVELOPMENT DISTRICT  
WORKSHOP MEETING  
MARCH 7, 2024**

**A. CALL TO ORDER**

The March 7, 2024, Workshop 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. PLEDGE OF ALLEGIANCE**

**C. PROOF OF PUBLICATION**

Proof of publication was presented that Notice of the Workshop Meeting had been published in the *Naples Daily News* on February 27, 2024, as legally required.

**D. 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	Barbara Powell	Present
Vice Chairman	Alex Petrovsky	Present
Supervisor	Patrick Cirello	Present
Supervisor	Gerard O’Donohue	Present
Supervisor	Paul Ellwood	Absent

Also present were the following Staff members:

District Manager	Michelle Krizen	Special District Services, Inc.
District Counsel	Alyssa Willson	Kutak Rock
District Engineer	Ted Tryka	Agnoli Barber & Brundage, Inc.

See attached sign-in sheet for those members of the public present.

Alyssa Willson - left at 1:17 p.m.

**E. ADDITIONS OR DELETIONS TO THE AGENDA**



Ms. Willson went over difference between a Workshop and a Board Meeting. Official action may not be taken at an advertised Workshop. The difference between a Workshop and a Board Meeting is that in the first instance you cannot take any action and the public is on notice that no action will be taken. The Board was provided with the opportunity to ask questions prior to Ms. Willson leaving the meeting. The Board had no questions.

#### **F. LAKE BANK INSPECTION DRAFT PRESENTATION**

Mr. Tryka provided each Board Member with a 75-page DRAFT report and gave an overview of the process and preparation of the report. He further explained the Legend symbols used in the report. There were 1,012 data points used in the creation of the report, looking at the areas of Escarpment, Lake Bank Slope, Erosion, Rip-Rap, Rip-Rap Underlayment, Littoral Plantings, Exotic Plants, Silt, Control Structures and Miscellaneous. Mr. Tryka reviewed a few lakes in detail and provided an overview of the findings. The most common finding in the report was "Off-Site Erosion- Homes" with 60.98% of the problems identified (downspouts conveying rooftop water). The Board asked if the design of the downspouts and drainage was common. Mr. Tryka explained that it was frequently used by builders. The Board expressed sincere thanks and praise for the detailed level of information in the report, noting that it will be invaluable moving forward.

Mr. Tryka was asked to provide recommendations for repairs/prevention for the next meeting.

#### **G. COMMENTS FROM THE PUBLIC**

The residents were then provided with the opportunity to make comments.

John Jensen stated his concern for the drainpipes.

Dr. Bob Gorman asked if the "downspout design was typical." Mr. Tryka explained that the design was typical but the results were atypical.

Jim Bailey questioned why the downspouts were not positioned to drain into the ponds as done in Michigan. The proper hook up is 4ft after the lowest level and several hook ups have been done, but if the work is done during the higher water times, it is challenging to place the pipe at the right level.

Mr. Tryka left the meeting at approximately 2:53 p.m.

#### **H. MANAGER UPDATES**

It was noted that the next Board Meeting was scheduled for March 21, 2023.

Ms. Krizen explained that Ms. Willson was not asked to attend the Workshop until 10 this morning. Ms. Willson typically does not attend Workshops but with the report discussion, I had some potential questions. I reached out to the Chair who agreed to Ms. Willson's invitation. Ms. Willson had a previous meeting scheduled for 1:30 but was able to join the Workshop for 30 minutes.

## **I. BOARD MEMBER COMMENTS**

Mr. Petrovsky presented an excerpt from the Winding Cypress CDD Resolution 2021-01 Amended and Restated Rule of Procedure. Mr. Petrovsky believes that the Rules of Procedure overrule the Sunshine Law, noting his evidence as Resolution 2021-01. Though she defers to CDD Counsel, Ms. Powell replied that she understands state law to supersede CDD Board Resolutions or policies. Mr. Petrovsky disagreed and felt that the State gives the power to the CDD and wants the CDD to make rules. Ms. Krizen will reach out to Ms. Willson for a response or have her prepared to discuss this matter at the next meeting. Ms. Krizen will also send a link to a copy of 2024 Government in the Sunshine Manual to help better understand the law. A discussion ensued regarding changing the remaining scheduled Workshops into Board Meetings. The meeting types can be adjusted as needed on an individual basis at Board Meetings.

Mr. Petrovsky suggested the possibility of a second opinion from Seabreeze Erosion Solutions. The consensus of the Board was that the District was not in a position to invite contractors to submit proposals at this time.

## **J. ADJOURNMENT**

A **motion** was made by Mr. Ciriello, seconded by Mr. Petrovsky and passed unanimously adjourning the Workshop Meeting at 3:15 p.m.

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Chairman/Vice Chairman

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Secretary/Assistant Secretary

Date Approved \_\_\_\_\_

## EXHIBIT A

### ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL SERVICES AGREEMENT

**KNOW ALL MEN BY THESE PRESENTS, AGNOLI, BARBER & BRUNDAGE, INC.** ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for itself, its successors and assigns, hereby grants, conveys, transfers, assigns and delivers to **LJA ENGINEERING INC.** ("Assignee"), all of its right, title and interest in and to that certain Agreement for Professional Engineering Services dated October 19, 2023 for the provision of Engineering services thereto by and between the Assignor and Winding Cypress CDD ("Client"), and all purchase orders, task orders, or other such work authorizations thereto (collectively, the "Agreement"), the true and correct copies of which are attached hereto as Exhibit "A" for the following project:


<u>ABB Project Number:</u>	<u>Project:</u>
23-0110	Winding Cypress CDD

Assignee hereby assumes all rights, title, and interest of Assignor in the Agreement and agrees to be bound by and to fully perform and carry out the duties and obligations of Assignor in and relating to the Agreement.


Assignor acknowledges and agrees that it shall do, execute, acknowledge and deliver all such further acts, deeds, transfers, assignments, conveyances and assurances for the better assigning, granting, transferring, conveying and conferring unto Assignee, its successors, and assigns all the rights hereby granted, transferred, conveyed, assigned and delivered as Assignee or its successors or assigns shall require.

**IN WITNESS WHEREOF**, the undersigned does hereby execute this Assignment effective as of the 29<sup>th</sup> day of February 2024.

**ASSIGNOR: AGNOLI, BARBER & BRUNDAGE, INC.**

  
\_\_\_\_\_  
Dominick J. Amico, President

**ASSIGNEE: LJA ENGINEERING, INC.**

  
\_\_\_\_\_  
James D. Ross, President & CEO

## CONSENT OF CLIENT

The undersigned, as "Client" under that certain Agreement, as more fully described above, hereby affirms and consents to the assignment and assumption of the Agreement by **AGNOLI, BARBER & BRUNDAGE, INC.** (the "Assignor"), to **LJA ENGINEERING INC.** (the "Assignee"), and further certifies:

1. The Agreement constitutes the entire agreement between the parties to it and has not been modified or amended.
2. The Agreement, as of the date hereof, is in full force and effect, binding and enforceable in accordance with its terms, and, except as specifically set forth on Exhibit A attached hereto and made a part hereof, there are no other agreements, whether oral or written, or understandings of any nature between the Client and the Assignor which modify or amend the Agreement in any respect whatsoever.
3. There exists no default by AGNOLI, BARBER & BRUNDAGE, INC. under the terms of the Agreement and there are no claims, actions, suits, or proceedings pending by the Client against AGNOLI, BARBER & BRUNDAGE, INC.

The person executing this consent to assignment is duly authorized and empowered in all respects to do so on behalf of the undersigned Client.

### Winding Cypress CDD

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A: Agreement

## **AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

**THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES** (the “**Agreement**”) is made and entered into this 19 day of October, 2023, by and between:

**Winding Cypress Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Collier County, Florida, with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “**District**”); and

**Agnoli, Barber & Brundage, Inc.**, a Florida corporation, with a mailing address of 7400 Trail Boulevard, Suite 200, Naples, Florida 34108 (the “**Engineer**”).

### **RECITALS**

**WHEREAS**, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance of the Board of County Commissioners of Collier County, Florida; and

**WHEREAS**, the District is authorized to plan, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

**WHEREAS**, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited qualifications from qualified firms and individuals to provide professional engineering services to the District on a continuing basis; and

**WHEREAS**, Engineer submitted a proposal to serve in this capacity; and

**WHEREAS**, on October 5, 2023, the District's Board of Supervisors (the “**Board**”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

**WHEREAS**, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

**WHEREAS**, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

**ARTICLE 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.

**ARTICLE 2. SCOPE OF SERVICES.**

- A. The Engineer will provide general engineering services for the District, including:
1. Preparation of any necessary reports and attendance at meetings of the Board.
  2. Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
  3. Providing professional engineering services, including but not limited to, review and execution of documents under the District's Trust Indentures and monitoring of District projects.
  4. Any other items requested by the Board.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects, including but not limited to:
1. Periodic visits to the site, or full time construction management of District projects, as directed by District.
  2. Processing of contractors' pay estimates.
  3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
  4. Final inspection and requested certificates for construction, including the final certificate of construction.
  5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
  6. Any other activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

**ARTICLE 3. METHOD OF AUTHORIZATION.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized and shall be in a form similar to the form set for in **Exhibit A** hereto ("**Work Authorization**"). Authorization of services or projects under this Agreement shall be at the sole option of the District.

**ARTICLE 4. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. Lump Sum Amount** – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. Hourly Personnel Rates** – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates, the rates outlined in **Exhibit B**, attached hereto and incorporated by this reference, shall apply. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

**ARTICLE 5. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:

- A.** Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- B.** Expense of reproduction, postage and handling of drawings and specifications.

**ARTICLE 6. TERM OF AGREEMENT.** It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

**ARTICLE 7. SPECIAL CONSULTANTS.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

**ARTICLE 8. BOOKS AND RECORDS.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

**ARTICLE 9. OWNERSHIP OF DOCUMENTS.**

- A. Upon payment of all applicable compensation as properly invoiced and paid pursuant to Article 4, all rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. Upon payment of all applicable compensation as properly invoiced and paid pursuant to Article 4, the Engineer shall deliver all Work Product to the District upon completion thereof, unless it is necessary for the Engineer in the District's sole discretion to retain possession for a longer period of time. Notwithstanding the foregoing, the Engineer agrees that delivery of any Work Product necessary to proceed with the ongoing work of the District shall not be withheld or unreasonably delayed solely based upon the timing of the invoicing or payment. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver to the District all such Work Product, whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with



respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

**ARTICLE 10. REUSE OF DOCUMENTS.** All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**ARTICLE 11. ESTIMATE OF COST.** Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent Engineer's best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**ARTICLE 12. INSURANCE.**

A. Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
2. Commercial General Liability Insurance, including but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.
3. Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars

and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.

4. Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00).
- B. All insurance policies, except for the Professional Liability Insurance, secured by Engineer pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law.
  - C. The District and the District's officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and Professional Liability Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.
  - D. If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**ARTICLE 13. CONTINGENT FEE.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 14. AUDIT.** Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure

of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

**ARTICLE 15. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**ARTICLE 16. COMPLIANCE WITH PROFESSIONAL STANDARDS.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall maintain the generally accepted professional standard of care, skill, diligence, and professional competency for such work and/or services consistent with industry standards used by members of the Engineer's profession practicing under similar circumstances. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

**ARTICLE 17. INDEMNIFICATION.**

- A.** The Engineer agrees, to the fullest extent permitted by law (except against professional liability claims), to indemnify, defend, and hold harmless the District and the District's officers, supervisors, agents, staff, and representatives (together, the "**Indemnitees**"), from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including without limitation the Engineer's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of One Million Dollars and No Cents (\$1,000,000.00) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents.
- B.** The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to

the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

- C. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.
- D. Neither District nor Engineer shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage, including but not limited to, loss of revenue, loss of production or loss of profit.

**ARTICLE 18. EMPLOYMENT VERIFICATION.** The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**ARTICLE 19. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

**ARTICLE 20. CONTROLLING LAW.** The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Collier County, Florida.

**ARTICLE 21. NOTICE.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. **If to Engineer:** Agnoli, Barber & Brundage, Inc.  
7400 Trail Boulevard, Suite 200  
Naples, Florida 34108  
Attn: EDWARD F TRYKA III
- B. **If to District:** Winding Cypress Community  
Development District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

Attn: District Manager

**With a copy to:**

Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**ARTICLE 22. PUBLIC RECORDS.** Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is **Michelle Krizen** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, MKRIZEN@SDSINC.ORG, OR 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.**

**ARTICLE 23. NO THIRD PARTY BENEFITS.** Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

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

**ARTICLE 25. ASSIGNMENT.** Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

**ARTICLE 26. CONSTRUCTION DEFECTS.** ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

**ARTICLE 27. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

**ARTICLE 28. ARM'S LENGTH TRANSACTION.** This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

**ARTICLE 29. INDIVIDUAL LIABILITY.** UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

**ARTICLE 30. TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services, unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**ARTICLE 31. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**ARTICLE 32. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees, and costs at all judicial levels.

**ARTICLE 33. ACCEPTANCE.** Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

**ARTICLE 34. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**ARTICLE 35. E-VERIFY.** The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**ARTICLE 36. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Engineer agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**ARTICLE 37. SCRUTINIZED COMPANIES STATEMENT.** Engineer certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Engineer is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Attest:

WINDING CYPRESS COMMUNITY  
DEVELOPMENT DISTRICT

Michelle Kozin  
Secretary / Assistant Secretary

W. J. Powell  
Chairperson / Vice Chairperson,  
Board of Supervisors

Edna E. Tilly  
Witness

AGNOLI, BARBER & BRUNDAGE, INC.

Edna E. Tilly  
By: EDWARD E. TILLY, JR.  
Its: VICE PRESIDENT, INSURANCE

EXHIBIT A: Form of Work Authorization  
EXHIBIT B: Rate Schedule



**Exhibit A**  
**Form of Work Authorization**

OCTOBER 19, 2023

Winding Cypress Community Development District  
Collier County, Florida

Subject: **Work Authorization Number** \_\_\_\_\_  
**Winding Cypress Community Development District**

Dear Chairperson, Board of Supervisors:

Agnoli, Barber & Brundage, Inc. ("Engineer"), is pleased to submit this work authorization to provide engineering services for the Winding Cypress Community Development District (the "District"). We will provide these services pursuant to our current agreement dated October 19, 2023 ("Engineering Agreement") as follows:

**I. Scope of Work**

The District will engage Engineer to perform those services [INSERT SERVICES TO BE PROVIDED].

**II. Fees**


The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement.


This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Agnoli, Barber & Brundage, Inc. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

By:   
Authorized Representative of  
Winding Cypress Community  
Development District

  
Date: 10-19-2023

## Exhibit B

### Rate Schedule



### **RATE SCHEDULE** **(Effective May 8, 2023)**

	<b><u>Hourly Rate</u></b>
Professional VI	\$244
Professional V	\$210
Professional IV	\$189
Professional III	\$146
Professional II	\$138
Professional I	\$130
Tech VI	\$160
Tech V	\$140
Tech IV	\$114
Tech III	\$103
Tech II	\$ 92
Tech I	\$ 85
Admin	\$ 92
4-Man Survey Crew	\$ 250
3-Man Survey Crew	\$ 200
2-Man Survey Crew	\$ 170
1-Man Survey Crew	\$ 130
Expert Witness	Hourly Rate x 1.5/hour
Reimbursable Expenses	Cost plus 15%

**ACCEPT AND RECEIVE LAKE EROSION  
EVALUATION REPORT**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**

Winding Cypress  
Community Development District

**Financial Report For  
January 2024**

**WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
JANUARY 2024**

	Annual Budget 10/1/23 - 9/30/24	Actual Jan-24	Year To Date Actual 10/1/23 - 1/31/24
<b>REVENUES</b>			
O & M (Operation & Maintenance) Assessments	608,957	16,666	575,782
Debt Assessments (2015)	526,216	13,349	496,730
Debt Assessments (2019)	311,687	7,904	294,105
Other Revenue	0	0	0
Interest Income - Operating	1,500	0	5,565
Interest Income - Preserve Areas	0	0	9,195
<b>TOTAL REVENUES</b>	<b>\$ 1,448,360</b>	<b>\$ 37,919</b>	<b>\$ 1,381,377</b>
<b>EXPENDITURES</b>			
<b>Administrative Expenditures</b>			
Supervisor Fees	12,000	200	1,200
Payroll Taxes - Employer	960	15	92
Management	50,000	4,167	16,667
Legal	25,500	0	3,889
Legal & Engineering - Extraordinary	250,000	0	0
Assessment Roll	5,000	0	0
Audit Fees	4,200	0	0
Arbitrage Rebate Fee	650	650	650
Insurance	6,700	0	6,594
Legal Advertisements	4,000	173	1,439
Miscellaneous	725	86	496
Postage	300	0	295
Office Supplies	575	45	215
Dues & Subscriptions	175	0	175
Trustee Fee	8,300	0	4,246
Continuing Disclosure Fee	1,000	0	0
Payroll Processing Fee	0	51	203
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 370,085</b>	<b>\$ 5,387</b>	<b>\$ 36,161</b>
<b>Maintenance Expenditures</b>			
Engineering/Inspections	20,000	0	1,769
Preserve Maintenance	79,700	0	75,100
Lake Bank Maintenance	75,000	0	0
Pipe Maintenance	20,000	0	0
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 194,700</b>	<b>\$ -</b>	<b>\$ 76,869</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 564,785</b>	<b>\$ 5,387</b>	<b>\$ 113,030</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 883,575</b>	<b>\$ 32,532</b>	<b>\$ 1,268,347</b>
Bond Payments (2015)	(486,750)	(12,689)	(467,537)
Bond Payments (2019)	(288,311)	(7,513)	(276,821)
<b>BALANCE</b>	<b>\$ 108,514</b>	<b>\$ 12,330</b>	<b>\$ 523,989</b>
County Appraiser & Tax Collector Fees	(49,916)	(712)	(26,228)
Discounts For Early Payments	(58,598)	(1,101)	(54,016)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ 10,517</b>	<b>\$ 443,745</b>
CARRYOVER FROM PRIOR YEAR	0	0	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ 10,517</b>	<b>\$ 443,745</b>
<b>Operating Account Bank Balance As Of 1/31/24</b>	<b>\$ 667,917.04</b>		
<b>Accounts Payable As Of 1/31/24</b>	<b>\$ 147,855.68</b>		
<b>Accounts Receivable As Of 1/31/24</b>	<b>\$ -</b>		
<b>Available Funds As Of 1/31/24</b>	<b>\$ 520,061.36</b>		
<b>Preserve Areas Bank Account As Of 1/31/24</b>	<b>\$ 782,639.42</b>		

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**  
**Budget vs. Actual**  
**October through January 2024**

	<b>Oct - Jan 24</b>	<b>23/24 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
01-3300 • O&M Assessments	575,782.05	608,957.00	-33,174.95	94.55%
01-3810 • Debt Assessments (2015)	496,729.55	526,216.00	-29,486.45	94.4%
01-3811 • Debt Assessments (2019)	294,105.45	311,687.00	-17,581.55	94.36%
01-3820 • Debt Assess-Pd To Trustee-2015	-467,537.45	-486,750.00	19,212.55	96.05%
01-3821 • Debt Assess-Pd To Trustee-2019	-276,821.40	-288,311.00	11,489.60	96.02%
01-3830 • Assessment Fees	-26,227.51	-49,916.00	23,688.49	52.54%
01-3831 • Assessment Discounts	-54,015.56	-58,598.00	4,582.44	92.18%
01-9410 • Interest Income (GF)	5,564.52	1,500.00	4,064.52	370.97%
01-9411 • Interest income - preserve acct	9,194.96	0.00	9,194.96	100.0%
<b>Total Income</b>	<b>556,774.61</b>	<b>564,785.00</b>	<b>-8,010.39</b>	<b>98.58%</b>
<b>Expense</b>				
01-1310 • Engineering	1,769.00	20,000.00	-18,231.00	8.85%
01-1311 • Management Fees	16,666.64	50,000.00	-33,333.36	33.33%
01-1315 • Legal Fees	3,888.50	25,500.00	-21,611.50	15.25%
01-1316 • Legal & Engineering - Extra	0.00	250,000.00	-250,000.00	0.0%
01-1318 • Assessment/Tax Roll	0.00	5,000.00	-5,000.00	0.0%
01-1320 • Audit Fees	0.00	4,200.00	-4,200.00	0.0%
01-1321 • Supervisor Fees	1,200.00	12,000.00	-10,800.00	10.0%
01-1322 • Payroll processing fee	202.70	0.00	202.70	100.0%
01-1323 • Payroll tax expense	91.80	960.00	-868.20	9.56%
01-1330 • Arbitrage Rebate Fee	650.00	650.00	0.00	100.0%
01-1450 • Insurance	6,594.00	6,700.00	-106.00	98.42%
01-1480 • Legal Advertisements	1,439.48	4,000.00	-2,560.52	35.99%
01-1512 • Miscellaneous	496.46	725.00	-228.54	68.48%
01-1513 • Postage and Delivery	294.84	300.00	-5.16	98.28%
01-1514 • Office Supplies	214.85	575.00	-360.15	37.37%
01-1540 • Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 • Trustee Fees	4,246.25	8,300.00	-4,053.75	51.16%
01-1743 • Continuing Disclosure Fee	0.00	1,000.00	-1,000.00	0.0%
01-1807 • Lake Maintenance	0.00	75,000.00	-75,000.00	0.0%
01-1813 • Preserve Maintenance	75,100.00	79,700.00	-4,600.00	94.23%
01-1816 • Pipe Maintenance	0.00	20,000.00	-20,000.00	0.0%
<b>Total Expense</b>	<b>113,029.52</b>	<b>564,785.00</b>	<b>-451,755.48</b>	<b>20.01%</b>
<b>Net Ordinary Income</b>	<b>443,745.09</b>	<b>0.00</b>	<b>443,745.09</b>	<b>100.0%</b>
<b>Net Income</b>	<b>443,745.09</b>	<b>0.00</b>	<b>443,745.09</b>	<b>100.0%</b>

# Winding Cypress Community Development District

## Expenditures

### October 2023 through January 2024

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
<b>Expenditures</b>					
<b>01-1310 · Engineering</b>					
	10/31/2023	230110-001	Agnoli Barber & Brundage Inc	professional services thru 10/31/23	1,098.00
	12/31/2023	230110-002	Agnoli Barber & Brundage Inc	professional services thru 12/31/2023	671.00
Total 01-1310 · Engineering					<u>1,769.00</u>
<b>01-1311 · Management Fees</b>					
	10/31/2023	2023-1296	Special District Services	Management fee October	4,166.66
	11/30/2023	2023-1633	Special District Services	management fee November 2023	4,166.66
	12/31/2023	2023-1883	Special District Services	management fee December 2023	4,166.66
	01/31/2024	2024-0070	Special District Services	management fee January 2024	4,166.66
Total 01-1311 · Management Fees					<u>16,666.64</u>
<b>01-1315 · Legal Fees</b>					
	10/31/2023	3311701	Kutak Rock LLP	legal services thru 10/31/2023	1,203.50
	11/30/2023	3328829	Kutak Rock LLP	legal services thru 11/30/2023	2,189.50
	12/31/2023	3342666	Kutak Rock LLP	legal services thru 12/31/2023	495.50
Total 01-1315 · Legal Fees					<u>3,888.50</u>
<b>01-1321 · Supervisor Fees</b>					
	10/19/2023	PR 10/23/23		Meeting date 10/5 & 10/20 check date 10/23/23 (Petrovsky)	400.00
	11/21/2023	PR 11/22/23		Meeting date 11/2 & 11/16 check date 11/21 /23 (Petrovsky)	400.00
	12/12/2023	PR 12/07/23		Meeting date 12/07/23 check date 12/13/23 (Petrovsky)	200.00
	01/22/2024	PR 01/18/24		Meeting date 01/18/2024 check date 01/23/24 (Petrovsky)	200.00
Total 01-1321 · Supervisor Fees					<u>1,200.00</u>
<b>01-1322 · Payroll processing fee</b>					
	10/19/2023	PR 10/23/23		Meeting date 10/5 & 10/20 check date 10/23/23 (Petrovsky)	50.65
	11/21/2023	PR 11/22/23		Meeting date 11/2 & 11/16 check date 11/21 /23 (Petrovsky)	50.65
	12/12/2023	PR 12/07/23		Meeting date 12/07/23 check date 12/13/23 (Petrovsky)	50.65
	01/22/2024	PR 01/18/24		Meeting date 01/18/2024 check date 01/23/24 (Petrovsky)	50.75
Total 01-1322 · Payroll processing fee					<u>202.70</u>
<b>01-1323 · Payroll tax expense</b>					
	10/19/2023	PR 10/23/23		Meeting date 10/5 & 10/20 check date 10/23/23(Petrovsky)	30.60
	11/21/2023	PR 11/22/23		Meeting date 11/2 & 11/16 check date 11/21 /23 (Petrovsky)	30.60
	12/12/2023	PR 12/07/23		Meeting date 12/07/23 check date 12/13/23 (Petrovsky)	15.30
	01/22/2024	PR 01/18/24		Meeting date 12/07/23 check date 12/13/23 (Petrovsky)	15.30
Total 01-1323 · Payroll tax expense					<u>91.80</u>
<b>01-1330 · Arbitrage Rebate Fee</b>					
	01/11/2024	003259	LLS Tax Solutions Inc	Arbitrage Rebate calc report fee Series 2015	650.00
Total 01-1330 · Arbitrage Rebate Fee					<u>650.00</u>

**Winding Cypress Community Development District**  
**Expenditures**  
**October 2023 through January 2024**

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
<b>01-1450 · Insurance</b>					
	10/01/2023	19808	Egis Insurance Advisors LLC	policy# 100123281 10/1/23-10/1/24	6,594.00
Total 01-1450 · Insurance					6,594.00
<b>01-1480 · Legal Advertisements</b>					
	10/30/2023	0005987972	Gannett Florida LocaliQ	Notice of Workshop	239.12
	10/30/2023	0005987972	Gannett Florida LocaliQ	Notice of Reg Board Mtg	254.80
	10/30/2023	0005987972	Gannett Florida LocaliQ	FY 23/24 WORKSHOP Schedule	286.16
	10/30/2023	0005987972	Gannett Florida LocaliQ	Notice of Board Mtg	246.96
	11/01/2023	0006064236	Gannett Florida LocaliQ	Notice of Board Mtg	239.12
	01/31/2024	0006199378	Gannett Florida LocaliQ	Notice of Workshop and Board Mtg (January)	173.32
Total 01-1480 · Legal Advertisements					1,439.48
<b>01-1512 · Miscellaneous</b>					
	11/30/2023	2023-1633	Special District Services	conference calls	30.63
	11/30/2023	2023-1633	Special District Services	travel	144.10
	12/31/2023	2023-1883	Special District Services	conference calls	91.14
	12/31/2023	2023-1883	Special District Services	travel	144.10
	01/31/2024	2024-0070	Special District Services	conference calls	14.44
	01/31/2024	2024-0070	Special District Services	travel	72.05
Total 01-1512 · Miscellaneous					496.46
<b>01-1513 · Postage and Delivery</b>					
	10/31/2023	2023-1296	Special District Services	FedEx	54.89
	10/31/2023	2023-1296	Special District Services	postage	8.53
	11/30/2023	2023-1633	Special District Services	FedEx	83.41
	12/13/2023	12-13-23	Collier County Tax Collector,	pro rata share of postage for tax billing	110.56
	12/31/2023	2023-1883	Special District Services	FedEx	37.45
Total 01-1513 · Postage and Delivery					294.84
<b>01-1514 · Office Supplies</b>					
	10/31/2023	2023-1296	Special District Services	copier charge	52.20
	11/30/2023	2023-1633	Special District Services	copier charge	30.90
	11/30/2023	2023-1633	Special District Services	meeting books	24.00
	12/31/2023	2023-1883	Special District Services	copier charge	30.90
	12/31/2023	2023-1883	Special District Services	meeting books	32.00
	01/31/2024	2024-0070	Special District Services	copier charge	20.85
	01/31/2024	2024-0070	Special District Services	meeting books	24.00
Total 01-1514 · Office Supplies					214.85



**Winding Cypress Community Development District**  
**Expenditures**  
**October 2023 through January 2024**

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
<b>01-1540 · Dues, License &amp; Subscriptions</b>					
	10/02/2023	89181	Department of Economic Opportunity	special district fee FY 23/24	175.00
Total 01-1540 · Dues, License & Subscriptions					175.00
<b>01-1550 · Trustee Fees</b>					
	12/22/2023	7167536	US Bank (trustee fees)	Series 2015 12/01/23 - 11/30/24	4,246.25
Total 01-1550 · Trustee Fees					4,246.25
<b>01-1813 · Preserve Maintenance</b>					
	12/30/2023	CESI-020296	Collier Environmental Services	Annual Maintenance treatment to wetland preserves	75,100.00
Total 01-1813 · Preserve Maintenance					75,100.00
<b>Total Expenditures</b>					<b>113,029.52</b>

**WINDING CYPRESS CDD  
TAX COLLECTIONS  
2023 - 2024**

#	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
									<b>\$1,446,860</b>	<b>\$608,957</b>	<b>\$526,216</b>	<b>\$311,687</b>	<b>\$608,957</b>	<b>\$526,216</b>	<b>\$311,687</b>		
									<b>\$1,338,346</b>	<b>\$563,285</b>	<b>\$486,750</b>	<b>\$288,311</b>	<b>\$563,285</b>	<b>\$486,750</b>	<b>\$288,311</b>	<b>\$486,750</b>	<b>\$288,311</b>
1	1	Collier Cty Tax Collector	10/30/23	NAV Taxes	\$ 3,049.94		\$ (57.80)	\$ (160.13)	\$ 2,832.01	\$ 1,283.34	\$ 1,109.60	\$ 657.00	\$ 1,191.56	\$ 1,030.35	\$ 610.10	\$ 1,030.35	\$ 610.10
2	2	Collier Cty Tax Collector	11/06/23	NAV Taxes	\$ 10,399.95		\$ (199.68)	\$ (416.00)	\$ 9,784.27	\$ 4,376.30	\$ 3,783.50	\$ 2,240.15	\$ 4,117.12	\$ 3,559.60	\$ 2,107.55	\$ 3,559.60	\$ 2,107.55
3	3	Collier Cty Tax Collector	11/14/23	NAV Taxes	\$ 146,533.21		\$ (2,813.43)	\$ (5,861.36)	\$ 137,858.42	\$ 61,661.16	\$ 53,308.80	\$ 31,563.25	\$ 58,010.72	\$ 50,152.95	\$ 29,694.75	\$ 50,152.95	\$ 29,694.75
4	4	Collier Cty Tax Collector	11/20/23	NAV Taxes	\$ 216,678.85		\$ (4,160.24)	\$ (8,667.20)	\$ 203,851.41	\$ 91,178.40	\$ 78,827.80	\$ 46,672.65	\$ 85,780.56	\$ 74,161.20	\$ 43,909.65	\$ 74,161.20	\$ 43,909.65
5	5	Collier Cty Tax Collector	11/24/23	NAV Taxes	\$ 100,425.47		\$ (1,928.16)	\$ (4,017.04)	\$ 94,480.27	\$ 42,259.02	\$ 36,534.80	\$ 21,631.65	\$ 39,757.22	\$ 34,371.95	\$ 20,351.10	\$ 34,371.95	\$ 20,351.10
6	6	Collier Cty Tax Collector	12/06/23	NAV Taxes	\$ 779,003.90		\$ (14,956.88)	\$ (31,160.32)	\$ 732,886.70	\$ 327,804.80	\$ 283,401.65	\$ 167,797.45	\$ 308,398.60	\$ 266,624.25	\$ 157,863.85	\$ 266,624.25	\$ 157,863.85
7	7	Collier Cty Tax Collector	12/12/23	NAV Taxes	\$ 57,747.02		\$ (1,111.20)	\$ (2,186.91)	\$ 54,448.91	\$ 24,299.87	\$ 21,008.40	\$ 12,438.75	\$ 22,912.01	\$ 19,808.55	\$ 11,728.35	\$ 19,808.55	\$ 11,728.35
8	8	Collier Cty Tax Collector	12/22/23	NAV Taxes	\$ 14,860.76		\$ (288.30)	\$ (445.83)	\$ 14,126.63	\$ 6,253.36	\$ 5,406.35	\$ 3,201.05	\$ 5,944.33	\$ 5,139.35	\$ 3,042.95	\$ 5,139.35	\$ 3,042.95
9	9	Collier Cty Tax Collector	01/10/24	NAV Taxes	\$ 36,692.17		\$ (711.82)	\$ (1,100.77)	\$ 34,879.58	\$ 15,440.02	\$ 13,348.65	\$ 7,903.50	\$ 14,677.23	\$ 12,689.25	\$ 7,513.10	\$ 12,689.25	\$ 7,513.10
10	Int - 1	Collier Cty Tax Collector	01/10/24	Interest		\$ 1,225.78			\$ 1,225.78	\$ 1,225.78			\$ 1,225.78			\$ -	\$ -
11									\$ -							\$ -	\$ -
12									\$ -							\$ -	\$ -
13									\$ -							\$ -	\$ -
14									\$ -							\$ -	\$ -
15									\$ -							\$ -	\$ -
16									\$ -							\$ -	\$ -
17									\$ -							\$ -	\$ -
18									\$ -							\$ -	\$ -
19									\$ -							\$ -	\$ -
20									\$ -								
21									\$ -								
22									\$ -								
					\$1,365,391.27	\$ 1,225.78	\$ (26,227.51)	\$ (54,015.56)	\$ 1,286,373.98	\$ 575,782.05	\$ 496,729.55	\$ 294,105.45	\$ 542,015.13	\$ 467,537.45	\$ 276,821.40	\$ 467,537.45	\$ 276,821.40

Roll: 526,548.00 311,688.00

**Assessment Roll = \$1,447,198.34**

O&M: 608,962.34  
13 Debt: 526,548.00  
18 Debt: 311,688.00  
1,447,198.34

Note: \$1,446,860, \$608,957, \$526,216 and \$311,687 are 2023/2024 budgeted assessments before discounts and fees.  
\$1,338,346, \$563,285, \$486,750 and \$288,311 are 2023/2024 budgeted assessments after discounts and fees.

\$ 1,365,391.27	
\$ 1,225.78	\$ 1,286,373.98
\$ (575,782.05)	\$ (542,015.13)
\$ (496,729.55)	\$ (467,537.45)
\$ (294,105.45)	\$ (276,821.40)
\$ -	\$ -