



**WINDING CYPRESS
COMMUNITY DEVELOPMENT
DISTRICT**

**COLLIER COUNTY
REGULAR BOARD MEETING
FEBRUARY 6, 2025
1:00 P.M.**

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

www.windingcypresscdd.org

561.630.4922 Telephone

877.SDS.4922 Toll Free

561.630.4923 Facsimile

AGENDA
WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT
Clubhouse at Winding Cypress
7180 Winding Cypress Drive
Naples, Florida 34114
REGULAR BOARD MEETING
February 6, 2025
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. December 5, 2024 Regular Board Meeting Minutes.....Page 2
- G. Old Business
 - 1. Update on Fall 2024 Lake Bank Remediation
- H. New Business
 - 1. Discussion Regarding Preserve Maintenance.....Page 9
- I. Administrative Matters
 - 1. Manager’s Report
 - Financials.....Page 18
 - 2. Attorney’s Report
- J. Comments from the Public
- 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 February 6, 2025, 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 Districts 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
No.10964757 January 28, 2025

**WINDING CYPRESS
COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
DECEMBER 5, 2024**

A. CALL TO ORDER

The December 5, 2024, Regular Board Meeting of the Winding Cypress Community Development District (the “District”) was called to order at 1:02 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 September 24, 2024, as legally required.

D. SEAT NEW BOARD MEMBERS

Ms. Krizen administered the Oath of Office to Barbara Powell.

Everyone was reminded that Susan Broucek was nominated by the Board at the last meeting.

A **motion** was made by Supervisor O’Donohue, seconded by Supervisor Petrovsky and passed unanimously appointing Susan Broucek to Seat 4 with a term ending in November 2028.

E. ADMINISTER OATH OF OFFICE

Ms. Krizen administered the Oath of Office to Susan Broucek and Ms. Willson went over Board Member responsibilities and duties.

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	Present
Vice Chairman	Alex Petrovsky	Present
Supervisor	Gerard O’Donohue	Present
Supervisor	Patrick Cirello	Absent
Supervisor	Susan Broucek	Present

Also present were the following Staff members:

District Manager	Michelle Krizen	Special District Services, Inc.
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District Counsel	Alyssa Willson (via phone)	Kutak Rock
District Engineer	Ted Tryka	LJA Engineering

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

G. CONSIDER RESOLUTION NO. 2024-11 – DESIGNATING OFFICERS

Resolution No. 2024-11 was presented, entitled:

RESOLUTION 2024-11

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

The following slate of officers was approved on a **motion** made by Supervisor Petrovsky seconded by Supervisor O’Donohue and passed unanimously, adopting Resolution No. 2024-11 and the below slate of officers, as presented:

- Chairperson – Barbara Powell
- Vice Chairman – Alex Petrovsky
- Secretary/Treasurer – Michelle Krizen
- Assistant Secretaries – Gerard O’Donohue, Susan Broucek and Patrick Ciriello

H. ADDITIONS OR DELETIONS TO THE AGENDA

There a consensus of the Board to remove Resolution No. 2024-11 since that was approved as part of the Election of Officers.

I. APPROVAL OF MINUTES

1. November 7, 2024, Regular Board Meeting

The minutes of the November 7, 2024, Regular Board Meeting were presented for consideration.

A **motion** was made by Supervisor O’Donohue, seconded by Supervisor Petrovsky and passed unanimously approving the minutes of the November 7, 2024, Regular Board Meeting, as presented.

J. OLD BUSINESS

1. Update on Fall 2024 Lake Bank Remediation

It was noted that the contract had been finalized and was sent to Earthtech for execution with an anticipated start date of sometime in February. The Bid bond will be approximately 1.5%, which will be paid for using the owner’s allowance. Mr. Tryka confirmed that dewatering was factored into the bid. The anticipated time for completion is 4-6 months. The Board requested to have the District Engineer request an anticipated schedule from Earthtech, making the District aware of the order the lakes will be repaired. This is with the

understanding that this is subject to change based on staffing, equipment or other items that could affect the order of the work.

Mr. Tryka compiled a list of 29 addresses that will have work being done. The 17 sites often boarder two lots causing this list to be greater than 17. Ms. Willson is drafting a letter to notify the residents on the list. Chairperson Powell will create an update for the community that the HOA has agreed to distribute to the residents. As we receive more specific dates and locations, those will be shared with the HOA and residents.

K. NEW BUSINESS

1. Consider Resolution No. 2024-10 – Adopting Resolution Designating Check Signers

Resolution No. 2024-10 was presented, entitled:

RESOLUTION NO. 2024-10

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

Since Officers remained the same this resolution was not needed. There also will be no changes to the current check signers.

L. ADMINISTRATIVE MATTERS

1. Manager’s Report

Ms. Krizen reminded the Board Members that they were each eligible to receive up to \$200 per meeting with a limit of \$4,800 annually. Each Supervisor was asked if they would like to receive compensation.

Supervisor O’Donohur declined.

Supervisor Broucek declined.

Supervisor Petrovsky accepted.

Supervisor Powell declined.

Supervisor Ciriello declined, which Ms. Krizen confirmed outside the meeting.

The financials were shared with the Board and it was noted that this was the first report of the new fiscal year.

Supervisor O’Donohue asked about the preserve maintenance contract and billing details. This will be brought back to as a January Workshop item.

Ms. Krizen will be out of the office January 1 through 10, 2025. She further indicated that she would check email and Ms. Meneely would be available if needed.

Ms. Krizen advised that January 16, 2025, would be a Workshop.

2. Attorney’s Report

Chairperson Powell reported that the HOA easement agreement would be sent back to Ms. Willson for review with some changes. Ms. Willson will review the document and continue to correspond with HOA counsel, District staff, and the Chair as needed.

Ms. Willson reminded the board that the 4 hours of ethics training needed to be completed by December 31, 2024.

M. COMMENTS FROM THE PUBLIC

The Chair for the ARC requested clarification regarding the latest letter regarding applications. There was a mention of pavers not being permitted; is that patios, pool area, walkways, hose bib decks? Mr. Tryka will work with District staff and have a report for Board review at the next Workshop.

N. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

O. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 1:45 p.m. on a **motion** made by Chairperson Powell, seconded by Supervisor Petrovsky and passed unanimously.

Chairman/Vice Chairman

Secretary/Assistant Secretary

Date Approved _____

**WINDING CYPRESS
COMMUNITY DEVELOPMENT DISTRICT
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410**

The purpose of this communication is to recirculate the summary previously provided to the community as well as provide an update on action items taken since June 2024.

The Winding Cypress Community Development District (the “District” or “CDD”) was established pursuant to F.S. Chapter 190 as a vehicle to finance and manage basic community development services. The District’s sole purpose is to provide, operate and maintain the public infrastructure systems for the District. The designated preserve area (the “Preserve Areas”) and the District’s stormwater management system (the “Stormwater Management System”) comprise the District’s public infrastructure and are, therefore, operated and maintained by the CDD.¹

The CDD imposes and levies special assessments on the benefitted property within the CDD to pay off bonds issued for these capital improvements as well as provide for the ongoing maintenance of such improvements. All property owners within the CDD are subject to annual assessments which are broken down into two components: the operation and maintenance (“O & M”) of the improvements; and debt service (annual principal & interest) on capital improvement bonds. The CDD utilizes the Collier County Tax Collector to collect these assessments each year. The annual assessments appear as one line in the non-ad valorem section of the property tax bill. The CDD’s fiscal year is October 1st – September 30th.

The Winding Cypress CDD is governed by a five-member Board of Supervisors (the “Board”) elected by landowners within the District. Initially, pursuant to Chapter 190, F.S., before the first home was even constructed or sold, the Supervisors were employees of the Developer and elected by the landowner. When sufficient residents resided within the CDD to meet certain statutory transition thresholds, CDD Supervisor positions or “seats” were transitioned to homeowners. By June 2023, Winding Cypress homeowners filled all five seats and held majority of the Board voting control of CDD operations. Once we had voting control, we began taking immediate action to address the lake erosion seen throughout the District.

Within the past year, your Board of Supervisors has taken the following actions on behalf of the Winding Cypress CDD:

1. Began budgeting to address erosion issues throughout the Winding Cypress CDD,
2. Solicited proposals for a new District Engineer,
3. Selected a District Engineer,

¹ Additionally, the CDD and Winding Cypress Homeowners Association, Inc. (the “HOA”) have entered into an agreement whereby the HOA provides maintenance for certain aspects of the CDD’s Stormwater Management System relating to water quality, weed control and related items. The CDD is responsible for the Stormwater Management System lake bank and erosion repairs.

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COMMUNITY DEVELOPMENT DISTRICT
c/o Special District Services, Inc.
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4. Verified that the Southwest Florida Water Management District and Collier County **approved and closed out** all permits for the District Stormwater Management System, as the design and construction were deemed to meet established standards,
5. Authorized the District Engineer to assess the extent of lake bank erosion throughout the District,
6. Reviewed in detail and adopted the Engineer's Lake Erosion Evaluation Report,
7. Reviewed in detail and adopted the Supplemental to the Lake Erosion Evaluation Report,
8. Authorized the District Engineer to develop a proposal to address the issues identified in those reports; and
9. Met with members of the HOA Board of Directors to discuss potential erosion remediation options being considered and to request their collaboration in delivering a holistic and lasting solution to the lake bank erosion issues within the CDD.

The District Engineer's comprehensive report examined 1012 data points throughout the 29 lakes totaling approximately 85 acres. While 484 of those points were not problematic, 528 sites were identified with erosion problems of varying degrees. Over 70% of those problem sites were caused by offsite (meaning outside of the District-owned property or within District easement areas, approximating the lakes, lake banks and an easement extending approximately 15-20 feet from the control elevation point in each lake). Of the offsite causes, 66% were caused by runoff from homes, mostly downspouts; 5% were caused by improperly installed pool overflow pipes and 5% by other offsite causes. Both the Evaluation and the Supplemental reports are posted on the Winding Cypress CDD website at <https://windingcypresscdd.org>. To address these offsite issues at the source as recommended by the District Engineer, we enlisted the partnership of the HOA Board of Directors as indicated above.

UPDATE FOR YEAR-END 2024

The goal of this update is to provide a general overview of actions taken since June 2024 by the Winding Cypress Community Development District in connection with the lake bank remediation project. Throughout the summer and fall, your CDD Board of Supervisors together with our District Engineer, Counsel and Manager, have continued the work necessary to remediate lake erosion throughout the District. We have taken the following additional steps towards that overarching (sometimes daunting) objective:

1. Directed District Engineer to prioritize erosion spots in greatest need of remediation and to develop a plan of action for addressing those sites.
2. Accepted District Engineer's recommendation that we initially begin remediation efforts with 17 sites in greatest need & directed that solicitation should proceed. [Doing so ensured that we were able to continue making progress toward our goal, while staying within budget. (Note: The Board unanimously passed a budget for fiscal year 2024-2025 with no increase to tax assessments. Moreover, because this 17-site scope of work

**WINDING CYPRESS
COMMUNITY DEVELOPMENT DISTRICT
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410**

does not reach the statutory requirement for a full sealed bid procurement process, we were able to expedite the solicitation, review and award process.] **The District will continue to review options for additional projects to further address the erosion issues within District property throughout the community.**

3. Solicitation as follows:
 - a. The District Engineer contacted 12 contractors regarding the project, 11 of which requested solicitation materials to perform work as specified by District Engineer,
 - b. 5 contractors submitted bids, which were reviewed and analyzed by District Engineer and Supervisors,
 - c. As all 5 respondents bid on the same proposal specifics, Supervisors selected the lowest bidder. However, during contract negotiations expressed unwillingness or inability to perform work as specified notwithstanding solicitation terms,
 - d. Supervisors directed District Engineer to withdraw from negotiations with lowest bidder and make offer to second lowest Bidder, Earth Tech,
 - e. Upon acceptance by Earth Tech contract negotiations began.
4. Contract executed January 2025.
5. Work planned to begin (initial phase of 17 sites) February 2025.
6. Notices to impacted residents soon to be sent for awareness purposes.

Our District Engineer and staff will oversee the work being done by Earth Tech to ensure conformity with our contract and engineering plan specifications, including but not limited to de-watering as required. Utilizing information gleaned from this first phase of our community-wide project, District Engineer continues development of a comprehensive plan(s) to remediate lake erosion sites throughout the Winding Cypress Community Development District.

Our overarching goal remains restoring the lake banks to acceptable standards and ultimately to establish a routine maintenance program to minimize or, ideally, avoid a reoccurrence of the systemic erosion that we currently see throughout the community. Clearly this is a long-term, sometimes arduous, process. It is also an undertaking essential to preserving the substantial financial investment that all District homeowners have made in their homes and our community. Because we, your Board of Supervisors, are Winding Cypress homeowners, taxpayers and fiduciaries, we continue to work tirelessly to accomplish these objectives in a cost-effective matter.



Winding Cypress 2024 Annual Wetland Preserve Maintenance Treatment

Treatment Dates:	12/3	12/4	12/5	12/6	12/9	12/10	12/11
Crew Size:	8	14	13	13	13	8	14
Hours:	83.5	145.5	135.5	135	135.5	83.5	146.5

Treatment Dates:	12/12	12/13	12/16	12/23	12/24	12/26	12/27
Crew Size:	10	11	4	5	8	9	11
Hours:	104.5	113.5	42	51	81	93.5	113.5

Treatment Dates:	12/28	12/30
Crew Size:	9	8
Hours:	91	82
Acres Treated:	583	Phase 2

Equipment Used: Backpack sprayers, machetes, pick up trucks

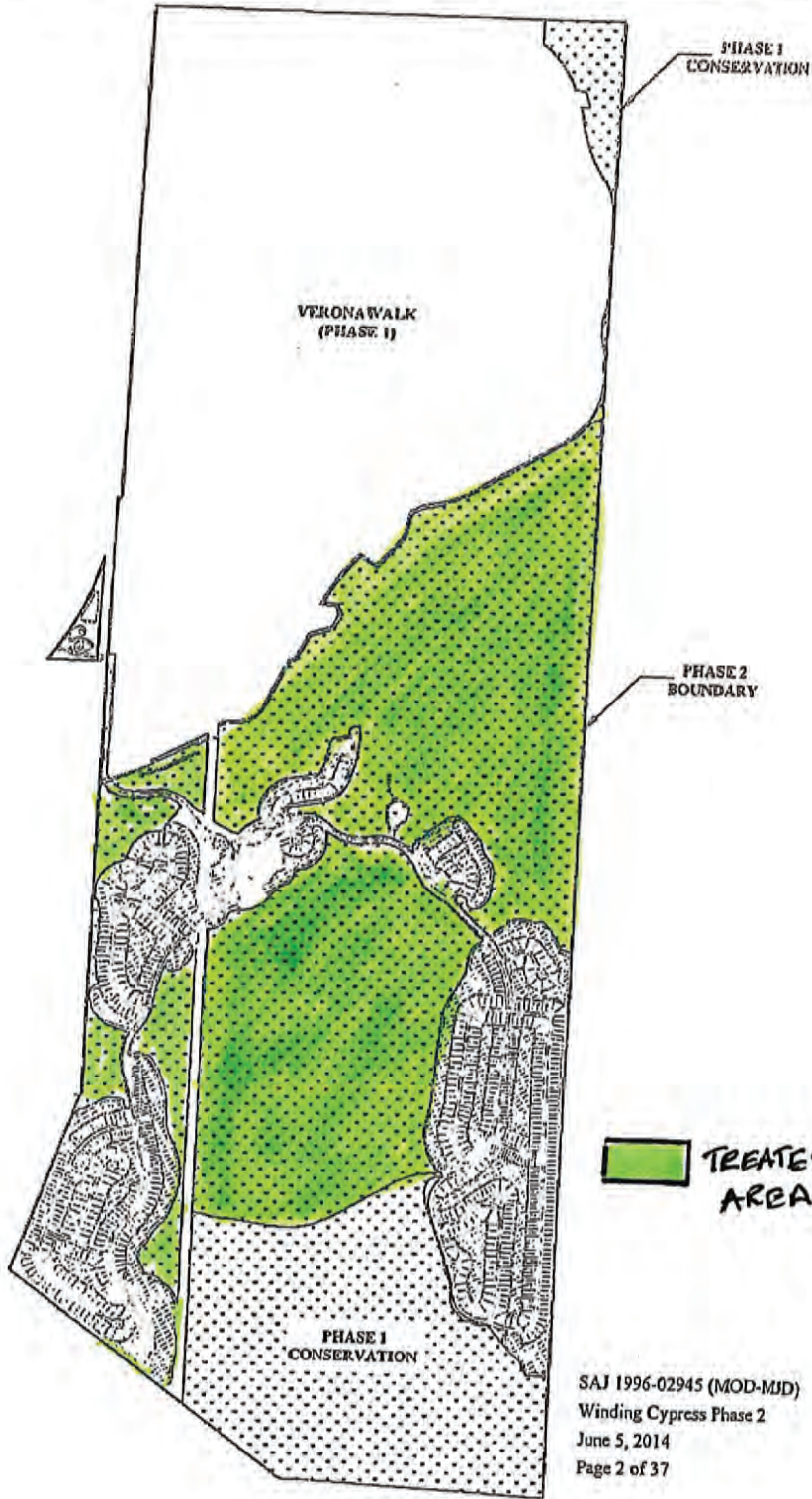
Treatment Type: cut stump spray, foliar spray, hand pull




Treatment Targets: melaleuca saplings, torpedo grass, lygodium vine, dog fennel, west Indian marsh grass, Brazilian pepper saplings, ragweed

Treatment Mix: Garlon 3a, glyphosate, non-ionic surfactant, water



SCALE: 1" = 1800'



- LEGEND:**
-  PHASE 2 CONSERVATION AREAS (503.01 Ac.±)
 -  PHASE 1 CONSERVATION AREAS
 -  VERONAWALK DEVELOPMENT

NOTES:

PROPERTY BOUNDARY PER EVANS ENGINEERING INC. DRAWING NO. AC05-BOUNDARY DATED APRIL 4, 2013.

SITE PLAN PER EVANS ENGINEERING INC. DRAWING No. WC ERP BASE 12-03-2013.dwg DATED DECEMBER 3, 2013.

 TREATED AREA

SAJ 1996-02945 (MOD-MJD)
Winding Cypress Phase 2
June 5, 2014
Page 2 of 37

PROJECT NAME: WINDING CYPRESS

SITE PLAN AND ADJACENT PHASE I DEVELOPMENT

DWG. No. 12PGI2160-2

SHEET: 2 OF 37

APPLICANT: DIVOSTA HOMES, L.P.

DRAWN BY: F.L.

DATE: 4/4/13

REVISIONS: 6/20/13, 9/10/13, 12/5/13

SCALE: 1,800

PROFESSIONAL SERVICES AGREEMENT

SECTION 1 – GENERAL

THIS IS AN AGREEMENT made as of _____, 2024, between **Winding Cypress Community Development District** (“DISTRICT”) and **Passarella & Associates, Inc.** (“CONSULTANT”).

This Agreement is for Winding Cypress CDD (“Project”) located in Sections 26 and 35, Township 50 South, Range 26 East and Sections 2 and 3, Township 51 South, Range 26 East, Collier County, Florida.

DISTRICT and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional ecological services (“Services”) by CONSULTANT with respect to the Project and the payment for those services by DISTRICT as set forth below.

DISTRICT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of DISTRICT and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

SECTION 2 – SCOPE OF SERVICES

Execution of this Agreement by CONSULTANT and DISTRICT constitutes DISTRICT’S written authorization to CONSULTANT to proceed on the date first above written with the Services described in Exhibit A, (“Scope of Services”) and in the other exhibits listed below. This Agreement will become effective on the date first above written.

SECTION 3 – COMPENSATION

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled “Scope of Services,” the DISTRICT shall compensate the CONSULTANT as provided in Exhibit B.

For Reimbursable Expenses, in addition to payments provided for CONSULTANT and CONSULTANT’S Sub-Consultants, DISTRICT shall pay CONSULTANT for reimbursable expenses incurred by CONSULTANT as set forth in Exhibit B.

Invoices for CONSULTANT’S services, Sub-Consultants, and Reimbursable Expenses will be prepared in accordance with CONSULTANT’S standard invoicing practices and will be submitted to DISTRICT by CONSULTANT at least monthly. The amount billed for these services will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

If DISTRICT fails to make any payment due to CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT’S invoice, CONSULTANT may, after giving seven day’S written notice to DISTRICT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the DISTRICT or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date

of termination on the basis specified in Exhibit B including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the charges of CONSULTANT's Sub-Consultants employed to perform or furnish services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. CONSULTANT also will be paid for all unpaid Reimbursable Expenses.

SECTION 4 – STANDARD OF PERFORMANCE

The standard of care for all professional consulting and related services furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in conjunction with CONSULTANT's services.

SECTION 5 – LIMITATION OF LIABILITY

CONSULTANT's total liability to DISTRICT for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including CONSULTANT's professional negligent acts, errors, or omissions, shall not exceed the CONSULTANT's compensation, and DISTRICT hereby releases and holds harmless CONSULTANT from any liability above such amount.

SECTION 6 – COUNTERPARTS

This Agreement may be executed in counterparts, each of which may be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

SECTION 7 – EXHIBITS

This Agreement is subject to the provisions of the following Exhibits (if checked) which are attached to and made a part of this Agreement:

- Exhibit A. "Scope of Services"
- Exhibit B. "Compensation"
- Exhibit C. "Consultant's Hourly Rate Schedule"
- Exhibit D. "Reimbursables"

IN WITNESS WHEREOF, the Parties warrant and represent that they are authorized to enter into this Agreement for Professional Services. DISTRICT hereby authorizes the performance of the services in Exhibit A and agrees to pay the charges resulting therefrom as identified in Exhibit B. As DISTRICT or DISTRICT's legal representative, I have read, understand, and agree to the business terms and conditions contained herein including the CONSULTANT's Limited Liability printed on Page 1 of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

DISTRICT:
Winding Cypress Community Development District

CONSULTANT:
Passarella & Associates, Inc.

Signature
By: _____
Name Typed or Printed

Signature
By: Kenneth C. Passarella
Name Typed or Printed

Title: _____

Title: President

Address for giving notices:
Winding Cypress Community Development District
c/o Special District Services, Inc.
The Oaks Center
2501 A Burns Road
Palm Beach Gardens, Florida 33410
Phone: (561) 630-4922
Fax: () -

Address for giving notices:
Passarella & Associates, Inc.
13620 Metropolis Avenue, Suite 200
Fort Myers, Florida 33912
Phone: (239) 274-0067
Fax: (239) 274-0069

Attest: _____
Signature

(IF CORPORATION, AFFIX CORPORATE SEAL)

OR

State of _____
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public
Name typed, printed or stamped

(Seal)

EXHIBIT A

Exhibit A consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between DISTRICT and CONSULTANT for professional services dated _____, 2024.

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

Initial:

DISTRICT _____

CONSULTANT _____

SCOPE OF SERVICES

<u>Task</u>	<u>Description</u>
1.0	Environmental Services
1.1	Conduct review of the community development district (CDD) owned conservation lands to identify and map the occurrence of exotic vegetation.
1.2	Conduct follow-up review of CDD owned conservation lands after the completion of exotic vegetation treatment.
1.3	Prepare for and attend up to five monthly scheduled District Board meetings, as needed.
1.4	Miscellaneous communications with District representatives (e.g., Special District Services, Inc. and Project Engineer, etc.) during the fiscal year.

The following assumption was used for the development of Consultant's work scope and costs:

- Scope of work is valid from January - September 2025.

EXHIBIT B

Exhibit B consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between DISTRICT and CONSULTANT for professional services dated _____, 2024.

Initial:

DISTRICT _____

CONSULTANT _____

COMPENSATION

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services," the DISTRICT shall compensate the CONSULTANT as follows:

Task	Description	Fee Type	Amount
1.0	Environmental Services	T&M; NTE	\$20,000.00
Total:			\$20,000.00

Fee Type Definition:

Time and Materials (T & M); Not to Exceed (NTE): For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's hourly rate schedule in effect at the time the services are rendered. CONSULTANT will not exceed these costs without prior written approval by DISTRICT. The current hourly rate schedule is included as Exhibit C of this Agreement. CONSULTANT shall provide DISTRICT with CONSULTANT's annual increases to the current standard billing rate 30 days prior to incurring costs under any rate increases.

EXHIBIT C

Exhibit C consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between DISTRICT and CONSULTANT for professional services dated _____, 2024.

Initial:

DISTRICT _____

CONSULTANT _____

CONSULTANT'S HOURLY RATE SCHEDULE

Principal	\$300.00/hr.
Senior Ecologist III	\$250.00/hr.
Senior Ecologist II	\$200.00/hr.
Senior Ecologist I	\$180.00/hr.
Ecologist III	\$160.00/hr.
Ecologist II	\$140.00/hr.
Ecologist I	\$125.00/hr.
Environmental Technician	\$105.00/hr.
GIS Manager	\$175.00/hr.
GIS Analyst III	\$150.00/hr.
GIS Analyst II	\$130.00/hr.
GIS Analyst I	\$110.00/hr.
AutoCAD Manager	\$175.00/hr.
AutoCAD III	\$150.00/hr.
AutoCAD II	\$130.00/hr.
AutoCAD I	\$110.00/hr.
Administrative Assistant III	\$ 95.00/hr.
Administrative Assistant II	\$ 80.00/hr.
Administrative Assistant I	\$ 65.00/hr.
Reimbursable Expenses	Cost

EXHIBIT D

Exhibit D consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between DISTRICT and CONSULTANT for professional services dated _____, 2024.

Initial:

DISTRICT _____

CONSULTANT _____

CONSULTANT'S REIMBURSABLES

Bond (line dwg. with no aerials or other graphics)	\$10.00 (24x36); \$20.00 (36x48); \$25.00 (36x62) Other sizes – \$1.67 per square foot *Mounted Billed at Cost
Aerial Photos	\$30.00 (24x36); \$60.00 (36x48); \$75.00 (36x62) Other sizes – \$5.00 per square foot *Mounted Billed at Cost
Color Photos	\$2.75 (8x11); \$3.00 (8x14); \$3.50 (11x17)
Xerox	\$0.15 (8x11); \$0.25 (8x14); \$0.35 (11x17)
Courier	Billed at Cost
FedEx/Overnight Delivery	Billed at Cost

Winding Cypress
Community Development District

**Financial Report For
December 2024**

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

	Annual Budget 10/1/24 - 9/30/25	Actual Dec-24	Year To Date Actual 10/1/24 - 12/31/24
REVENUES			
O & M (Operation & Maintenance) Assessments	608,951	409,499	549,482
Debt Assessments (2015)	526,216	354,083	475,122
Debt Assessments (2019)	310,259	208,638	279,960
Other Revenue	0	0	0
Interest Income - Operating	12,000	0	1,606
Interest Income - Preserve Areas	0	0	2,802
TOTAL REVENUES	\$ 1,457,426	\$ 972,220	\$ 1,308,972
EXPENDITURES			
Administrative Expenditures			
Supervisor Fees	12,000	200	600
Payroll Taxes - Employer	960	15	46
Management	51,492	4,291	12,873
Legal	25,500	0	6,741
Legal & Engineering - Extraordinary	0	1,464	18,114
Assessment Roll	5,000	0	0
Audit Fees	4,300	0	0
Arbitrage Rebate Fee	650	0	0
Insurance	7,255	0	6,858
Legal Advertisements	5,500	0	735
Miscellaneous	733	200	412
Postage	600	159	261
Office Supplies	850	149	231
Dues & Subscriptions	175	0	175
Trustee Fee	8,300	4,246	4,246
Continuing Disclosure Fee	1,000	0	0
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 124,315	\$ 10,724	\$ 51,292
Maintenance Expenditures			
Engineering/Inspections	25,000	0	0
Preserve Maintenance	79,700	0	0
Lake Bank Maintenance	75,000	0	0
Lake Remediation	315,265	0	0
Pipe Maintenance	0	0	0
TOTAL MAINTENANCE EXPENDITURES	\$ 494,965	\$ -	\$ -
TOTAL EXPENDITURES	\$ 619,280	\$ 10,724	\$ 51,292
REVENUES LESS EXPENDITURES	\$ 838,146	\$ 961,496	\$ 1,257,680
Bond Payments (2015)	(486,750)	(333,145)	(447,005)
Bond Payments (2019)	(286,990)	(196,301)	(263,392)
BALANCE	\$ 64,406	\$ 432,050	\$ 547,283
County Appraiser & Tax Collector Fees	(49,867)	(18,668)	(25,048)
Discounts For Early Payments	(58,539)	(38,823)	(52,157)
EXCESS/ (SHORTFALL)	\$ (44,000)	\$ 374,559	\$ 470,078
CARRYOVER FROM PRIOR YEAR	44,000	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ 374,559	\$ 470,078
Operating Account Bank Balance As Of 12/31/24	\$ 1,449,266.50		
Accounts Payable As Of 12/31/24	\$ 568,839.68		
Accounts Receivable As Of 12/31/24	\$ -		
Lake Remediation Reserve As Of 12/31/24	\$ 345,000.00		
Available Funds As Of 12/31/24	\$ 535,426.82		
Preserve Areas Bank Account As Of 12/31/24	\$ 812,892.45		

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 2024 - December 2024

	<u>Oct 24 - Dec 24</u>	<u>24/25 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
01-3300 · O&M Assessments	549,481.93	608,951.00	-59,469.07	90.23%
01-3810 · Debt Assessments (2015)	475,122.30	526,216.00	-51,093.70	90.29%
01-3811 · Debt Assessments (2019)	279,959.50	310,259.00	-30,299.50	90.23%
01-3820 · Debt Assess-Pd To Trustee-2015	-447,004.60	-486,750.00	39,745.40	91.84%
01-3821 · Debt Assess-Pd To Trustee-2019	-263,391.65	-286,990.00	23,598.35	91.78%
01-3830 · Assessment Fees	-25,048.14	-49,867.00	24,818.86	50.23%
01-3831 · Assessment Discounts	-52,156.61	-58,539.00	6,382.39	89.1%
01-9401 · Carryover Funds from Prev. Year	0.00	44,000.00	-44,000.00	0.0%
01-9410 · Interest Income (GF)	1,605.85	12,000.00	-10,394.15	13.38%
01-9411 · Interest Income (Preserve Acct)	2,802.31	0.00	2,802.31	100.0%
Total Income	<u>521,370.89</u>	<u>619,280.00</u>	<u>-97,909.11</u>	<u>84.19%</u>
Expense				
01-1310 · Engineering	0.00	25,000.00	-25,000.00	0.0%
01-1311 · Management Fees	12,873.00	51,492.00	-38,619.00	25.0%
01-1315 · Legal Fees	6,741.12	25,500.00	-18,758.88	26.44%
Legal & Engineering - Extraordinary	18,114.00	0.00	18,114.00	100.0%
01-1316 · Lake Remediation	0.00	315,265.00	-315,265.00	0.0%
01-1318 · Assessment/Tax Roll	0.00	5,000.00	-5,000.00	0.0%
01-1320 · Audit Fees	0.00	4,300.00	-4,300.00	0.0%
01-1321 · Supervisor Fees	600.00	12,000.00	-11,400.00	5.0%
01-1323 · Payroll tax expense	45.90	960.00	-914.10	4.78%
01-1330 · Arbitrage Rebate Fee	0.00	650.00	-650.00	0.0%
01-1450 · Insurance	6,858.00	7,255.00	-397.00	94.53%
01-1480 · Legal Advertisements	735.12	5,500.00	-4,764.88	13.37%
01-1512 · Miscellaneous	412.27	733.00	-320.73	56.24%
01-1513 · Postage and Delivery	260.98	600.00	-339.02	43.5%
01-1514 · Office Supplies	231.10	850.00	-618.90	27.19%
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	0.00	79,700.00	-79,700.00	0.0%
Total Expense	<u>51,292.74</u>	<u>619,280.00</u>	<u>-567,987.26</u>	<u>8.28%</u>
Net Ordinary Income	<u>470,078.15</u>	<u>0.00</u>	<u>470,078.15</u>	<u>100.0%</u>
Net Income	<u><u>470,078.15</u></u>	<u><u>0.00</u></u>	<u><u>470,078.15</u></u>	<u><u>100.0%</u></u>

**Winding Cypress CDD
Expenditures
October through December 2024**

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
Expenditures					
01-1311 · Management Fees					
	10/31/2024	2024-1461	Special District Services	Management fee - October 2024	4,291.00
	11/30/2024	2024-1594	Special District Services	Management fee - November 2024	4,291.00
	12/31/2024	2024-1824	Special District Services	Management fee - December 2024	4,291.00
Total 01-1311 · Management Fees					<u>12,873.00</u>
01-1315 · Legal Fees					
	10/31/2024	3485111	Kutak Rock LLP	legal services thru 10/31/2024	5,136.77
	11/30/2024	3501756	Kutak Rock LLP	legal services thru 11/30/2024	1,604.35
Total 01-1315 · Legal Fees					<u>6,741.12</u>
01-1317 · Legal & Engineering - Extraordi					
	11/01/2024	202441302	LJA Engineering	Engineering thru 11/01/2024	11,452.00
	11/29/2024	202444005	LJA Engineering	Engineering thru 11/29/2024	5,198.00
	12/31/2024	202448840	LJA Engineering	Engineering thru 12/31/2024	1,464.00
Total 01-1317 · Legal & Engineering - Extraordi					<u>18,114.00</u>
01-1321 · Supervisor Fees					
	10/07/2024	PR 10/04/24		Meeting date 10/04/24 check date 10/08/24 (Petrovsky)	200.00
	11/11/2024	PR 11/07/24		Meeting date 11/07/24 check date 11/13/24 (Petrovsky)	200.00
	12/09/2024	PR 12/5/24		Meeting date 12/05/24 check date 12/11/24 (Petrovsky)	200.00
Total 01-1321 · Supervisor Fees					<u>600.00</u>
01-1322 · Payroll processing fee					
	11/11/2024	PR 11/07/24		Meeting date 11/07/24 check date 11/13/24 (Petrovsky)	50.75
	12/09/2024	PR 12/5/24		Meeting date 12/05/24 check date 12/11/24 (Petrovsky)	50.75
Total 01-1322 · Payroll processing fee					<u>101.50</u>
01-1323 · Payroll tax expense					
	10/07/2024	PR 10/04/24		Meeting date 10/04/24 check date 10/08/24 (Petrovsky)	15.30
	11/11/2024	PR 11/07/24		Meeting date 11/07/24 check date 11/13/24 (Petrovsky)	15.30
	12/09/2024	PR 12/5/24		Meeting date 12/05/24 check date 12/11/24 (Petrovsky)	15.30
Total 01-1323 · Payroll tax expense					<u>45.90</u>
01-1450 · Insurance					
	10/01/2024	24814	Egis Insurance Advisors LLC	policy# 1001234281 10/1/24-10/1/25	6,858.00
Total 01-1450 · Insurance					<u>6,858.00</u>
01-1480 · Legal Advertisements					
	10/30/2024	0006746841	Gannett Florida LocaliQ	FY 24/25 Workshop Schedule	245.04
	10/30/2024	0006746841	Gannett Florida LocaliQ	Notice of Reg Board Mtg	248.96
	11/30/2024	0006818680	Gannett Florida LocaliQ	Notice of Reg Board Mtg	241.12
Total 01-1480 · Legal Advertisements					<u>735.12</u>

**Winding Cypress CDD
Expenditures
October through December 2024**

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
01-1512 · Miscellaneous					
	10/07/2024	PR 10/04/24		Meeting date 10/04/24 check date 10/08/24 (Petrovsky)	50.75
	11/30/2024	2024-1594	Special District Services	travel	111.22
	12/31/2024	2024-1824	Special District Services	travel	111.22
	12/31/2024	2024-1824	Special District Services	conference calls	37.58
Total 01-1512 · Miscellaneous					<u>310.77</u>
01-1513 · Postage and Delivery					
	10/31/2024	2024-1461	Special District Services	FedEx	48.64
	11/30/2024	2024-1594	Special District Services	FedEx	53.06
	12/09/2024	12/9/24	Collier County Tax Collector,	pro rata share of postage for tax billing	113.92
	12/31/2024	2024-1824	Special District Services	FedEx	45.36
Total 01-1513 · Postage and Delivery					<u>260.98</u>
01-1514 · Office Supplies					
	10/31/2024	2024-1461	Special District Services	copier charges	46.20
	11/30/2024	2024-1594	Special District Services	copier charges	3.90
	11/30/2024	2024-1594	Special District Services	meeting books	32.00
	12/31/2024	2024-1824	Special District Services	copier charges	117.00
	12/31/2024	2024-1824	Special District Services	meeting books	32.00
Total 01-1514 · Office Supplies					<u>231.10</u>
01-1540 · Dues, License & Subscriptions					
	10/01/2024	91211	Florida Commerce	special district fee FY 24/25	175.00
Total 01-1540 · Dues, License & Subscriptions					<u>175.00</u>
01-1550 · Trustee Fees					
	12/24/2024	7588528	US Bank (trustee fees)	Series 2015 12/01/2024 - 11/30/2025	4,246.25
Total 01-1550 · Trustee Fees					<u>4,246.25</u>
Total Expenditures					<u>51,292.74</u>

**WINDING CYPRESS CDD
TAX COLLECTIONS
2024 - 2025**

#	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
									\$1,445,762	\$608,955	\$526,548	\$310,259	\$608,955	\$526,548	\$310,259		
									\$1,381,020	\$607,280	\$486,750	\$286,990	\$607,280	\$486,750	\$286,990	\$486,750	\$286,990
1	1	Collier Cty Tax Collector	10/31/24	NAV Taxes	\$ 5,029.27		\$ (95.30)	\$ (264.04)	\$ 4,669.93	\$ 2,118.27	\$ 1,831.70	\$ 1,079.30	\$ 1,966.88	\$ 1,700.85	\$ 1,002.20	\$ 1,700.85	\$ 1,002.20
2	2	Collier Cty Tax Collector	11/08/24	NAV Taxes	\$ 6,996.92		\$ (134.35)	\$ (279.88)	\$ 6,582.69	\$ 2,947.07	\$ 2,548.30	\$ 1,501.55	\$ 2,772.49	\$ 2,397.50	\$ 1,412.70	\$ 2,397.50	\$ 1,412.70
3	3	Collier Cty Tax Collector	11/14/24	NAV Taxes	\$ 149,002.40		\$ (2,860.84)	\$ (5,960.16)	\$ 140,181.40	\$ 62,759.75	\$ 54,266.70	\$ 31,975.95	\$ 59,044.25	\$ 51,054.15	\$ 30,083.00	\$ 51,054.15	\$ 30,083.00
4	4	Collier Cty Tax Collector	11/21/24	NAV Taxes	\$ 171,315.40		\$ (3,289.71)	\$ (6,829.98)	\$ 161,195.71	\$ 72,158.00	\$ 62,393.10	\$ 36,764.30	\$ 67,895.51	\$ 58,707.55	\$ 34,592.65	\$ 58,707.55	\$ 34,592.65
5	5	Collier Cty Tax Collector	12/06/24	NAV Taxes	\$ 848,415.08		\$ (16,289.56)	\$ (33,936.96)	\$ 798,188.56	\$ 357,352.38	\$ 308,992.80	\$ 182,069.90	\$ 336,196.86	\$ 290,700.35	\$ 171,291.35	\$ 290,700.35	\$ 171,291.35
6	6	Collier Cty Tax Collector	12/09/24	NAV Taxes	\$ 35,767.62		\$ (686.74)	\$ (1,430.72)	\$ 33,650.16	\$ 15,065.27	\$ 13,026.60	\$ 7,675.75	\$ 14,173.31	\$ 12,255.45	\$ 7,221.40	\$ 12,255.45	\$ 7,221.40
7	7	Collier Cty Tax Collector	12/12/24	NAV Taxes	\$ 88,037.04		\$ (1,691.64)	\$ (3,454.87)	\$ 82,890.53	\$ 37,081.19	\$ 32,063.10	\$ 18,892.75	\$ 34,913.43	\$ 30,188.75	\$ 17,788.35	\$ 30,188.75	\$ 17,788.35
8									\$ -							\$ -	\$ -
9									\$ -							\$ -	\$ -
10									\$ -							\$ -	\$ -
11									\$ -							\$ -	\$ -
12									\$ -							\$ -	\$ -
13									\$ -							\$ -	\$ -
14									\$ -							\$ -	\$ -
15									\$ -							\$ -	\$ -
16									\$ -							\$ -	\$ -
17									\$ -							\$ -	\$ -
18									\$ -							\$ -	\$ -
19									\$ -							\$ -	\$ -
20									\$ -							\$ -	\$ -
21									\$ -							\$ -	\$ -
22									\$ -							\$ -	\$ -
					\$1,304,563.73	\$ -	\$ (25,048.14)	\$ (52,156.61)	\$ 1,227,358.98	\$ 549,481.93	\$ 475,122.30	\$ 279,959.50	\$ 516,962.73	\$ 447,004.60	\$ 263,391.65	\$ 447,004.60	\$ 263,391.65

Assessment Roll = \$1,445,761.68

O&M: 608,954.68
13 Debt: 526,548.00
18 Debt: 310,259.00
1,445,761.68

Tax Collections
90.23%

Note: \$1,445,762, \$608,955, \$526,548 and \$310,259 are 2024/2025 budgeted assessments before discounts and fees.
\$1,381,020, \$607,280, \$486,750 and \$286,990 are 2024/2025 budgeted assessments after discounts and fees.

\$ 1,304,563.73	
\$ -	\$ 1,227,358.98
\$ (549,481.93)	\$ (516,962.73)
\$ (475,122.30)	\$ (447,004.60)
\$ (279,959.50)	\$ (263,391.65)
\$ -	\$ -