



# **WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT**

**COLLIER COUNTY  
REGULAR BOARD MEETING  
FEBRUARY 5, 2026  
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  
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 5, 2026**  
**1:00 p.m.**

A. Call to Order	
B. Pledge of Allegiance	
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D. Establish a Quorum	
E. Additions or Deletions to Agenda	
F. Approval of Minutes	
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2. Receive Public Comments on Rulemaking Regarding the Stormwater Drain Connection Policy and Fees	
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I. New Business	
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J. Administrative Matters	
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K. Comments from the Public	
L. Board Member Comments	
M. Adjourn	



**Clerk of the Circuit Court and Comptroller - Crystal K. Kinzel**  
Collier County, Florida  
3315 Tamiami Trail East, Ste. 102 - Naples, FL 34112-5324  
Phone: (239) 252-2646

## **Affidavit of Publication**

COLLIER COUNTY STATE OF FLORIDA

Before the undersigned authority personally appeared Martha Vergara, who on oath says that he or she is a Deputy Clerk of the Circuit Court of Collier County, Florida; that the attached copy of advertisement, Winding Cypress CDD - Notice of Regular Board Meeting of February 5, 2026 was published on the publicly accessible website <https://notices.collierclerk.com> as designated by Collier County, Florida on 01/27/2026 until 01/29/2026.

Affiant further says that the website complies with all legal requirements for publication in chapter 50, Florida Statutes.

By: Martha Vergara  
(Affiant Signature)

Martha Vergara  
(Affiant Printed Name)

Sworn to and subscribed before me this 01/29/2026

Crystal K. Kinzel Clerk of the Circuit Court & Comptroller

Jennifer Hanich  
(Deputy Clerk Signature)

Jennifer Hanich  
(Deputy Clerk Printed Name)

1/29/26  
Date

**NOTICE OF BOARD MEETING OF THE  
WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT  
(FEBRUARY 5, 2026)**

The Board of Supervisors of the Winding Cypress Community Development District (the “District”) will hold a Board Meeting on February 5, 2026, 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)

**PUBLISH: COLLIER COUNTY WEBSITE: BEGINNING AT MIDNIGHT ON 01/27/26  
AND EXPIRING AT MIDNIGHT ON 01/29/26**

**WINDING CYPRESS  
COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
DECEMBER 4, 2025**

**A. CALL TO ORDER**

The December 4, 2025, Regular Board Meeting of the Winding Cypress Community Development District (the “District”) was called to order at 1:01 p.m. at the Clubhouse at Winding Cypress located at 7180 Winding Cypress Drive, Naples, Florida 34114.

**B. PLEDGE OF ALLEGIANCE**

**C. PROOF OF PUBLICATION**

Proof of publication was presented that the December 4, 2025, Regular Board Meeting had been published in the *Naples Daily News* on November 26, 2025, 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 Workshop:

Chairperson	Barbara Powell	Present
Vice Chairman	Alex Petrovsky (who arrived at 1:10 p.m.)	Present
Supervisor	Gerard O’Donohue	Present
Supervisor	Patrick Cirello	Present
Supervisor	Susan Broucek	Present

Also present were the following Staff members:

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

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

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

There were no additions or deletions to the agenda.

**F. APPROVAL OF MINUTES**

**1. November 6, 2025, Regular Board Meeting**

A **motion** was made by Supervisor Ciriello, seconded by Supervisor Broucek and passed unanimously approving the minutes of the November 6, 2025, Regular Board Meeting, as presented.

## **G. OLD BUSINESS**

Mr. Tryka advised that the specs had been finalized and he was confirming some details and they will be distributed for bidding purposes. The bids will be reviewed and ready for presentation at the February meeting.

Supervisor O'Donohue requested an update regarding the Verona Walk areas that drain onto District property. An update will be provided at the next meeting.

## **H. NEW BUSINESS**

### **1. Discussion Regarding Bond Length**

The Board went over the merits of the 20-year versus the 30-year bond.

A **motion** was made by Supervision O'Donohue, seconded by Chairperson Powell and passed unanimously directing staff to begin the necessary steps to secure 20 year bonds.

### **2. Discussion Regarding Community Connecting to District Lake Drains**

The District has received the first request from a resident to tie into the lake. Prior to approving this request, the Board needs to consider adopting a policy to protect the District assets. A draft policy was included in the meeting book and reviewed. The current ARC deposit is \$500 for most projects. The Board would like to see the drainage deposit at \$1,000. There was a discussion regarding who would be responsible for the cost of the District Engineer inspecting and overseeing the installation. There was a consensus of the Board that the District would absorb the cost at approximately \$520 per drain.

1. Homeowner submits request to ARC with \$1,000 deposit. If the design passes all the ARC guidelines, it will be passed on to the District Manager.
2. The District Manager will share the request with the District Engineer who will review the request and confirm a connection is available.
3. If District Engineer approves the request:
  - a) The contractor must share his time certain schedule for the connection to the yard drain with the District Engineer so that the installation can be inspected; and
  - b) The contractor shall not tie into the system without the District Engineer or his representative present.
  - c) The District Engineer must sign off on the work associated with the connection, including backfill and sodding, before the homeowner may receive the deposit back from ARC.
  - d) If the District Engineer deems the work associated with the connection insufficient and does not provide sign off, the District retains the right to refuse the project.
4. The District Manager will maintain a list of all of the drains that are directly connected to the system.

A **motion** was made by Chairperson Powell, seconded by Supervisor Ciriello and passed unanimously setting a public hearing regarding the stormwater connection policy for February 5, 2026, at 1:00 p.m.

### **3. Discussion Regarding Legal Advertising**

The District currently advertises in the *Naples Daily News*, however Collier County recently offered a website that can be used for legal advertising. This is a less costly option for the District. This procedure

has been utilized by a few other districts with good results. There was a consensus of the Board that the District utilize the online advertising option with Collier County.

## **I. ADMINISTRATIVE MATTERS**

### **1. Manager's Report**

The January 15, 2026, Workshop is on the schedule but could be cancelled if there are no items for discussion.

The February 5, 2026, meeting will include the selection of a contractor for the 2026 Lake Bank Remediation Project, as well as the Public Hearing regarding drain connections.

The resident who installed rocks on the lake bank was directed to remove them. The removal of rocks has been completed and verified by District staff.

The drains near the courts have been verified. A letter will be sent to the HOA within the next week.

### **2. Attorney's Report**

Ms. Willson reminded the Board Members that ethics training is due by December 31, 2025. If you have not yet completed it, Ms. Krizen can resend the links.

## **J. COMMENTS FROM THE PUBLIC**

A resident requested an update regarding the status of their ARC application. Ms. Krizen indicated she would provide an update to the ARC Committee within the next week.

## **K. BOARD MEMBER COMMENTS**

There were no further comments from the Board Members.

## **L. ADJOURNMENT**

There being no further business to address, the Regular Board Meeting was adjourned at 2:28 p.m. on a **motion** made by Chairperson Powell, seconded by Supervisor Petrovsky and passed unanimously.

---

Chairperson/Vice Chairman

---

Secretary/Assistant Secretary

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



Florida

GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

**AFFIDAVIT OF PUBLICATION**

Winding Cypress Comm Dev Dist Special  
Winding Cypress Comm Dev District  
2501 Burns RD  
Suite A  
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Naples Daily News, a newspaper published in Collier County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

NDN Naples Daily News 12/31/2025  
NDN naplesnews.com 12/31/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/31/2025

Legal Clerk

Notary, State of WI, County of Brown

5-15-27

My commission expires

Publication Cost:	\$194.08		
Tax Amount:	\$0.00		
Payment Cost:	\$194.08		
Order No:	11950815	# of Copies:	
Customer No:	1125503	1	
PO #:			

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**NOTICE OF RULE DEVELOPMENT  
BY THE  
WINDING CYPRESS COMMUNITY  
DEVELOPMENT DISTRICT**

In accord with Chapters 120 and 190, Florida Statutes, the Winding Cypress Community Development District ("District") hereby gives notice of its intention to develop Stormwater Drain Connection Policy and Fees (the "Policy") to govern the operations of the District. The proposed rule number is 2026-01.

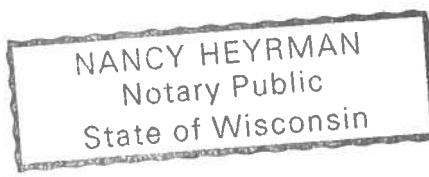
The Policy will address such areas as policies, rules and fees imposed on residents desiring to connect to the District's stormwater drainage system.

The purpose and effect of the Policy is to provide for efficient and effective District operations of the District's stormwater drain system by setting policies and regulations to implement the provisions of Section 190.035, Florida Statutes. The specific grant of rulemaking authority for the adoption of the proposed Policy includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes. The specific laws implemented in the proposed Policy include, but are not limited to, Sections 120.54, 120.69, 120.81, 190.035 and 190.041, Florida Statutes.

A copy of the proposed Policy and the related incorporated documents, if any, may be obtained by contacting the District Manager, c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, Phone (561) 630-4922.

Michelle Krizen, District Manager  
**WINDING CYPRESS COMMUNITY  
DEVELOPMENT DISTRICT**  
[www.windingcypresscdd.org](http://www.windingcypresscdd.org)

12/31/25 11950815





Florida  
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

## **AFFIDAVIT OF PUBLICATION**

Winding Cypress Comm Dev Dist Special  
Winding Cypress Comm Dev District  
2501 Burns RD  
Suite A  
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Naples Daily News, a newspaper published in Collier County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

NDN Naples Daily News 01/07/2026  
NDN naplesnews.com 01/07/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/07/2026

\_\_\_\_\_  
Legal Clerk  
\_\_\_\_\_  
Nancy Heyrman

Notary, State of WI County of Brown

5.15.27

My commission expires

Publication Cost:	\$441.04	
Tax Amount:	\$0.00	
Payment Cost:	\$441.04	
Order No:	11953583	# of Copies:
Customer No:	1125503	1

PO #:

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**NOTICE OF RULEMAKING  
REGARDING THE STORMWATER  
DRAIN CONNECTION POLICY AND  
FEES OF THE WINDING CYPRESS  
COMMUNITY DEVELOPMENT  
DISTRICT**

In accord with Chapters 120 and 190, Florida Statutes, the District hereby gives public notice of its intent to adopt its proposed Stormwater Drain Connection Policy and Fees. The "Proposed Rule" and "Proposed Rule Report" is 2026-01. Prior notice of rule development relative to the Proposed Rule was published in the Naples Daily News on December 31, 2025.

A public hearing will be conducted by the Board of Supervisors (the "Board") of the Winding Cypress Community Development District (the "District"), on Friday, January 5, 2026, at 1:00 p.m. at the Clubhouse at Winding Cypress, 7180 Winding Cypress Lane, Naples, Florida 34114 relative to the adoption of the Proposed Rule. Pursuant to Sections 190.011(5) and 190.011(15), Florida Statutes, the Proposed Rule will not require legislative ratification.

The primary effect of the Proposed Rule is to provide for efficient and effective District operations and to ensure compliance with requirements of Florida law. The Proposed Rule rates are as follows:

Stormwater Drain Connection Fee  
\$1,000.00

The specific grant of rulemaking authority for the adoption of the Proposed Rule includes Sections 190.011(5), 190.011(15), and 190.041(2), Florida Statutes. The specific laws implemented in the Proposed Rule include, but are not limited to, Sections 120.54, 190.09, 120.81, 190.03, and 190.041, Florida Statutes.

A statement of estimated financial impact, as required in Section 120.54(12), Florida Statutes, has not been prepared relative to the Proposed Rule. Any person who wishes to provide the District with a proposal for a lower cost regulator alternative as provided by Section 190.011(15), Florida Statutes, must do so in writing within twenty-one (21) days after publication of notice to the District Manager's Office.

For more information regarding the public hearing, the Proposed Rule, or any other aspect of the Proposed Rule and the related incorporated documents, if any, please contact the District Manager's Office, Winding Cypress District Services, Inc., 2501 Burns Road, Palm Beach Gardens, Florida 33410, Phone: (561) 630-4922, [www.windingcypressdd.org](http://www.windingcypressdd.org) (the "District Manager's Office").

This public hearing may be continued at a later time and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board of Supervisors to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the public hearing, staff or Supervisors may provide for a public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this public hearing because of a disability or physical impairment may contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing if you will hear or speak impaired, please contact the Florida Relay Service at 1-800-955-8770 or 1-800-955-8770 for aid in contacting the District Manager's Office.

Michelle Krizek, District Manager  
WINDING CYPRESS COMMUNITY  
DEVELOPMENT DISTRICT  
[www.windingcypressdd.org](http://www.windingcypressdd.org)

1/7/26 #11953583

**NANCY HEYRMAN  
Notary Public  
State of Wisconsin**

**RESOLUTION 2026-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT ADOPTING STORMWATER DRAIN CONNECTION POLICY AND FEES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Winding Cypress Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, Chapters 190 and 120, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) finds that it is in the best interest of the District and necessary for the efficient operation of the District to adopt by resolution the Stormwater Drain Connection Policy and Fees, attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application (“Stormwater Drain Connection Policy and Fees”); and

**WHEREAS**, the Board finds that the Stormwater Drain Connection Policy and Fees outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

**WHEREAS**, the Board of Supervisors has complied with applicable Florida law concerning ratemaking and rate adoption, including the holding of a public hearing thereon.

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

**SECTION 1.** The Stormwater Drain Connection Policy and Fees set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Stormwater Drain Connection Policy and Fees shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

**SECTION 2.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of February, 2026.

**ATTEST:**

**WINDING CYPRESS COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:** Stormwater Drain Connection Policy and Fees

## EXHIBIT A

### Stormwater Drain Connection Policy and Fees

**WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT  
OFFICE OF THE DISTRICT MANAGER  
2501A Burns Road, Palm Beach Gardens, Florida 33410  
(941) 223-2475**

**Date:** December 4, 2025  
**Project:** Lake Bank Connections  
**From:** Michelle Krizen, District Manager  
**To:** Winding Cypress Community Development Board

The Winding Cypress Community Development District (the "District") Board of Supervisors (the "Board") is continuing to evaluate best options for management, maintenance and repair of the District's stormwater management system (the "Stormwater Management System"). As a reminder, last May the District entered into an agreement with Earth Tech Enterprises, Inc. ("Earth Tech") for lake bank remediation services (the "Project") for the most severely impacted sites within the District.<sup>1</sup> As part of that project the district installed 23 yard drains in the lake bank easement.

At that time the community was sent a letter reminding residents to avoid additional impact to the District's Property. Specifically, homeowners or their contractor could not make any alterations within the lakes and the surrounding lake maintenance easement which are part of the District's Stormwater Management System.

The ARC has been sending all drainage requests to the district manager who coordinates with the district engineer to make a determination as to whether the planned projects may impact the Stormwater Drainage System. Recently we have received a request to connect to one of the yard drains that was installed by the district. While our ultimate goal is to connect home downspouts to the District system, via yard drain inlets installed as part of District projects, , the Board of Supervisors in consultation with the District Engineer must first establish a policy to ensure that the connections are made consistent with the overall engineering design. Below is a proposed policy to meet that need.

1. Homeowner submits request to ARC with \$1,000 deposit. If the design passes all the ARC guidelines, it will be passed on to the District Manager.
2. The District Manager will share the request with the District Engineer who will review the request and confirm a connection is available.
3. If District Engineer approves the request:
  - a) The contractor must share his time certain schedule for the connection to the yard drain with the district engineer so that the installation can be inspected; and
  - b) The contractor shall not tie-into the system without the district engineer or his representative present.
  - c) The district engineer must sign off on the work associated with the connection, including backfill and sodding, before the homeowner may receive the deposit back from ARC.
  - d) If the district engineer deems the work associated with the connection insufficient and does not provide sign off, the District retains the right to refuse the project.
4. The District Manager will maintain a list with all of the drains that are directly connected to the system.

Please note that having the district engineer inspect these projects will cost approximately \$520.00 per inspection or re-inspection (by separate trip). These costs will be charged to the district.

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<sup>1</sup> More information regarding the review process and actions taken to date is included in the 2025 community update and available at [Windingcypresscdd.org](http://Windingcypresscdd.org).



### Winding Cypress Annual Wetland Preserve Maintenance Treatment

Treatment Dates: 12/1 12/2 12/3 12/4 12/5 12/8 12/9

Crew Size: 7 8 4 14 11 4 3

Hours: 73 84 42 146 114 41 31

Treatment Dates: 12/11 12/12 12/15 12/16 12/17 12/18 12/19

Crew Size: 9 10 11 11 10 6 12

Hours: 93 104 114 114 103 62 123

Treatment Dates: 12/20 12/22 12/23 12/26

Crew Size: 13 12 12 5

Hours: 127 123 123 51

Acres Treated: 583 Phase 2

Equipment Used: Backpack sprayers, machetes, pick up trucks

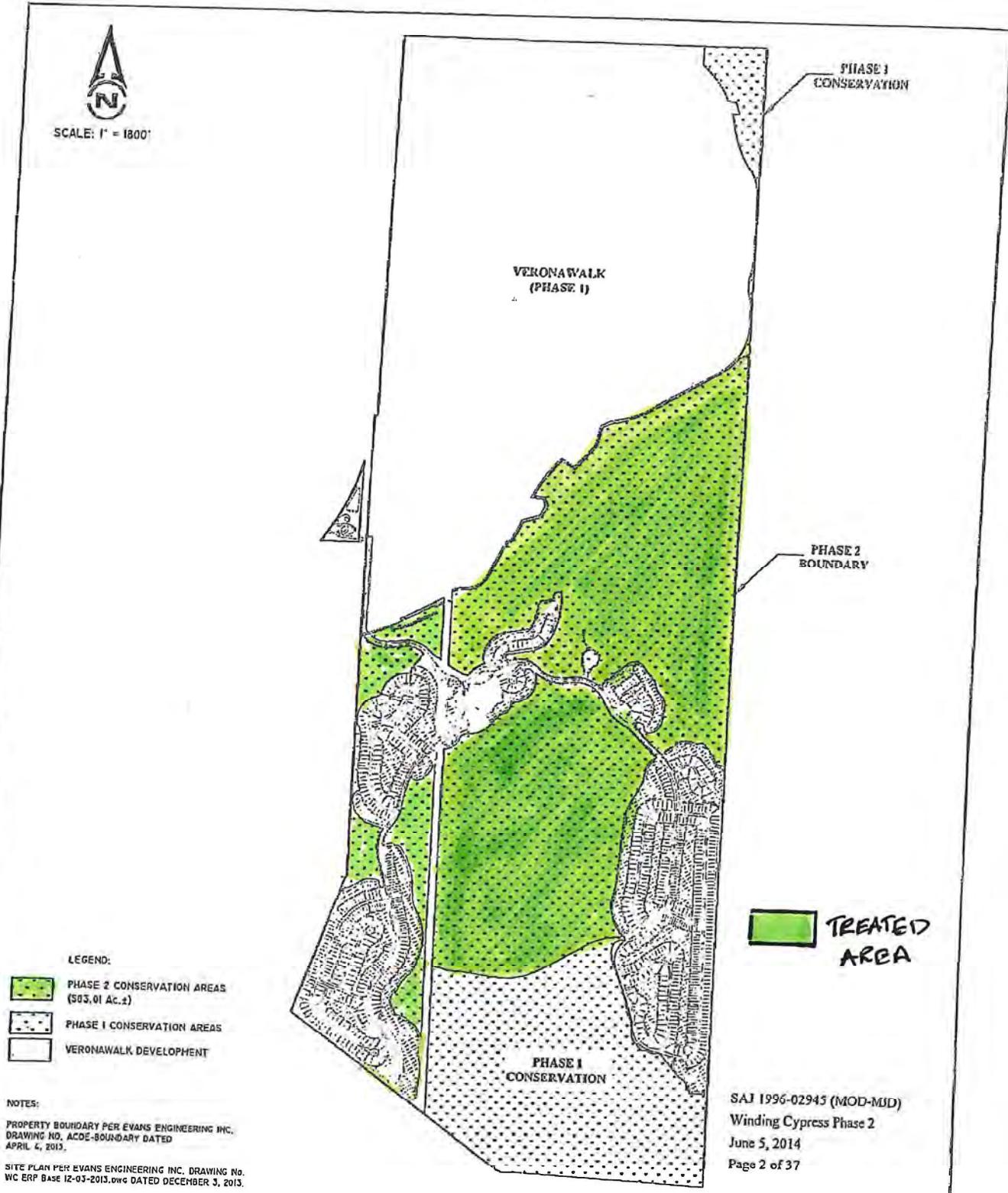
Treatment Type: cut stump spray, foliar spray, hand pull

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'



PROJECT NAME: WINDING CYPRESS	SITE PLAN AND ADJACENT PHASE 1 DEVELOPMENT	
	DWG. No. I2PGI2160-2	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

## **RESOLUTION 2026-02**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT REGARDING THE AWARD OF A CONSTRUCTION CONTRACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Winding Cypress Community Development District (the “District”), is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, to plan, construct, install, acquire, finance, manage and operate public improvements including but not limited to the stormwater management system for lands within the District; and

**WHEREAS**, the District has solicited responses from contractors interested in providing construction services related to the 2026 lake bank restoration project (the “Project”); and

**WHEREAS**, the District has received and evaluated bids from \_\_\_\_ (\_\_\_\_) contractors interested in providing services (the “Bids”); and

**WHEREAS**, \_\_\_\_\_, submitted responsive bids for the services (the “Contractor”); and

**WHEREAS**, in the best interest of the District, the Board desires to award a contract to Earth Tech.

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

**SECTION 1.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2.** The \_\_\_\_\_ response submitted by \_\_\_\_\_ the \_\_\_\_\_ is the response which best serves the interests of the District.

**SECTION 3.** \_\_\_\_\_ shall be awarded a contract for its construction services for the Project.

**SECTION 4.** The Chairman, or in the Chairman’s absence the Vice-Chairman, and District Staff are hereby authorized to give notice of this award to all responses to the extent required by law and to proceed with the execution of a contract with the selected respondent in substantially similar form as that attached hereto as **Exhibit A**. Furthermore, in the event necessary, the Chairman, or in the Chairman’s absence the Vice-Chairman, and District Staff are

hereby authorized to execute necessary governmental applications or permitting items pertaining to the Project upon approval of District Engineer and District Counsel.

**SECTION 5.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of February , 2026.

ATTEST:

**BOARD OF SUPERVISORS OF THE  
WINDING CYPRESS COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary / Assistant Secretary

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Chairperson/ Vice-Chairperson

Exhibit A: Form of Agreement

**AGREEMENT BETWEEN THE WINDING CYPRESS COMMUNITY  
DEVELOPMENT DISTRICT AND \_\_\_\_\_.  
THE LAKE REMEDIATION 2026 PROJECT**

**This Agreement** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026, by and between:

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

\_\_\_\_\_, a \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (“Contractor,” together with District the “Parties”).

**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* (the “Act”); and

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District has a need to retain an independent contractor to provide lake remediation and repair services; and

**WHEREAS**, Contractor submitted a proposal and represents that it is licensed and qualified to provide lake remediation and repair services to the District and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

**SECTION 2. DUTIES.** District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described herein and in **Exhibit A** hereto.

- A. Contractor shall provide lake remediation and repair services, as described in **Exhibit A**. The Services shall include any effort specifically required by this Agreement, **Exhibit A**, reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibits A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
- B. Services shall commence upon written direction of the District's designee, whom shall be the District Engineer and be completed within two hundred (200) calendar days of execution of this Agreement, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 14 herein.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations. All work will be completed within platted Lake Maintenance Easements as shown in the construction plans attached hereto as **Exhibit A**. Access to the lakes and subsequent restoration is anticipated at the nearest Drainage Easements or Access Easements. Contractor must coordinate all entry and access points with the District Engineer prior to starting work.
- D. Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F. Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. Contractor shall immediately remedy any damage to property caused by rendering the Services to the District's satisfaction in the District's sole discretion. If the

Contractor fails to clean up or repair property as provided herein, the District may do so, and the cost thereof shall be charged to the Contractor.

### **SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.**

- A.** The District shall pay Contractor an amount not to exceed Three Hundred Forty-Two Thousand, Four Hundred Two Dollars and Fifty Cents (\$342,402.50) for the Services as identified in **Exhibit A** attached hereto and incorporated herein by reference. The Fifty Thousand Dollar (\$50,000.00) Lake Construction Allowance described on Exhibit A shall only be utilized upon Contractor's demonstration of need and prior written approval provided by District Engineer. District shall not have any obligation to pay Contractor the Lake Construction Allowance without provision of such written approval by District Engineer. Contractor shall invoice the District for the Services monthly based on work performed with supporting schedule of values pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of the invoices, or as otherwise provided for under the Local Government Prompt Payment Act, Sections 218.70 et seq., Florida Statutes. Each invoice will include such supporting information as the District may reasonably require the Contractor to provide. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.
- B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4. WARRANTY.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects

of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Services provided by the Contractor pursuant to this Agreement shall be warranted for one (1) year from the date of acceptance of the Services by the District. Contractor shall replace, or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

**SECTION 5. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Collier County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, Florida Statutes. The cost of such bond shall be added to Contractor's proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

**SECTION 6. INSURANCE.**

**A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. 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.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor 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.

## **SECTION 7. INDEMNIFICATION.**

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards,

court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, and paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor 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 Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, 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.

**SECTION 10. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 12. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this

Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 13. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 14. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 15. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 16. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 17. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 18. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 19. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including

reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 20. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

**SECTION 21. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

**SECTION 22. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 23. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

**A. 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

**B. If to the Contractor:** \_\_\_\_\_  
\_\_\_\_\_

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 Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

**SECTION 24. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 25. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Collier County, Florida.

**SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor 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 Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’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 Contractor, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410; (561) 630-4922; MKRIZEN@SDSINC.ORG.**

**SECTION 27. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 28. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 29. 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. Additionally, the parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically- scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**SECTION 30. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**SECTION 31. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor 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 Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that

the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 32. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor 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 such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

*[Signatures on next page]*

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the day and year first written above.

**Attest:**

**WINDING CYPRESS COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary / Assistant Secretary

---

Chairperson / Vice Chairperson,  
Board of Supervisors

\_\_\_\_\_,  
a \_\_\_\_\_

---

(Signature of Witness)

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Scope of Services

## **Exhibit A**

### **Scope of Services**

Winding Cypress  
Community Development District

**Financial Report For  
December 2025**

**WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT**  
**MONTHLY FINANCIAL REPORT**  
**DECEMBER 2025**

	Annual Budget 10/1/25 - 9/30/26	Actual Dec-25	Year To Date Actual 10/1/25 - 12/31/25	
			Total Revenue	Total Expenditure
O & M (Operation & Maintenance) Assessments	608,951	298,367	533,516	
Debt Assessments (2015)	526,216	258,028	461,385	
Debt Assessments (2019)	308,830	151,307	270,554	
Other Revenue	0	0	0	
Interest Income - Operating	4,000	0	1,246	
Interest Income - Preserve Areas	12,000	0	2,247	
<b>TOTAL REVENUES</b>	<b>\$ 1,459,997</b>	<b>\$ 707,702</b>	<b>\$ 1,268,948</b>	
<b>EXPENDITURES</b>				
<b>Administrative Expenditures</b>				
Supervisor Fees	10,000	200	400	
Payroll Taxes - Employer	800	15	31	
Management	52,980	4,415	13,245	
Legal	25,500	0	2,455	
Legal & Engineering - Extraordinary	0	0	0	
Assessment Roll	5,000	0	0	
Audit Fees	4,000	0	0	
Arbitrage Rebate Fee	650	0	0	
Insurance	8,200	0	7,269	
Legal Advertisements	5,000	194	723	
Miscellaneous	1,260	194	286	
Postage	600	0	51	
Office Supplies	850	122	237	
Dues & Subscriptions	175	0	175	
Trustee Fee	8,300	4,246	4,246	
Continuing Disclosure Fee	1,000	0	0	
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 124,315</b>	<b>\$ 9,386</b>	<b>\$ 29,118</b>	
<b>Maintenance Expenditures</b>				
Engineering/Inspections	25,000	15,985	41,805	
Preserve Maintenance	79,700	78,500	78,499	
Lake Bank Maintenance	70,000	0	0	
Lake Remediation	315,265	0	0	
Pipe Maintenance	0	0	0	
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 489,965</b>	<b>\$ 94,485</b>	<b>\$ 120,304</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ 614,280</b>	<b>\$ 103,871</b>	<b>\$ 149,422</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 845,717</b>	<b>\$ 603,831</b>	<b>\$ 1,119,526</b>	
Bond Payments (2015)	(486,750)	(242,814)	(434,116)	
Bond Payments (2019)	(285,668)	(142,385)	(254,564)	
<b>BALANCE</b>	<b>\$ 73,299</b>	<b>\$ 218,632</b>	<b>\$ 430,846</b>	
County Appraiser & Tax Collector Fees	(49,818)	(13,591)	(24,299)	
Discounts For Early Payments	(58,481)	(28,138)	(50,493)	
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ (35,000)</b>	<b>\$ 176,903</b>	<b>\$ 356,054</b>	
<b>CARRYOVER FROM PRIOR YEAR</b>	<b>35,000</b>	<b>0</b>	<b>0</b>	
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ 176,903</b>	<b>\$ 356,054</b>	
Operating Account Bank Balance As Of 12/31/25	\$ 1,652,528.05			
Accounts Payable As Of 12/31/25	\$ 832,859.33			
Accounts Receivable As Of 12/31/25	\$ -			
Lake Remediation Reserve As Of 12/31/25	\$ 366,062.00			
Operating Account Available Funds As Of 12/31/25	\$ 453,606.72			
Preserve Areas Bank Account As Of 12/31/25	\$ 841,879.83			
<b>Total Available Funds As Of 12/31/25</b>	<b>\$ 1,295,486.55</b>			

**Notes**

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 2025 - December 2025**

	<b>Oct 25 -Dec 25</b>	<b>25/26 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
01-3300 · O&M Assessments	533,515.65	608,951.00	-75,435.35	87.61%
01-3810 · Debt Assessments (2015)	461,385.15	526,216.00	-64,830.85	87.68%
01-3811 · Debt Assessments (2019)	270,554.50	308,830.00	-38,275.50	87.61%
01-3820 · Debt Assess-Pd To Trustee-2015	-434,116.45	-486,750.00	52,633.55	89.19%
01-3821 · Debt Assess-Pd To Trustee-2019	-254,564.30	-285,668.00	31,103.70	89.11%
01-3830 · Assessment Fees	-24,299.26	-49,818.00	25,518.74	48.78%
01-3831 · Assessment Discounts	-50,492.43	-58,481.00	7,988.57	86.34%
01-9401 · Carryover Funds from Prev. Year	0.00	35,000.00	-35,000.00	0.0%
01-9410 · Interest Income (GF)	1,246.20	4,000.00	-2,753.80	31.16%
01-9411 · Interest Income (Preserve Acct)	2,246.93	12,000.00	-9,753.07	18.72%
<b>Total Income</b>	<b>505,475.99</b>	<b>614,280.00</b>	<b>-108,804.01</b>	<b>82.29%</b>
<b>Expense</b>				
01-1310 · Engineering	41,805.25	25,000.00	16,805.25	167.22%
01-1311 · Management Fees	13,245.00	52,980.00	-39,735.00	25.0%
01-1315 · Legal Fees	2,454.50	25,500.00	-23,045.50	9.63%
01-1316 · Lake Remediation & Related Items	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	4,000.00	-4,000.00	0.0%
01-1321 · Supervisor Fees	400.00	10,000.00	-9,600.00	4.0%
01-1323 · Payroll tax expense	30.60	800.00	-769.40	3.83%
01-1330 · Arbitrage Rebate Fee	0.00	650.00	-650.00	0.0%
01-1450 · Insurance	7,269.00	8,200.00	-931.00	88.65%
01-1480 · Legal Advertisements	723.36	5,000.00	-4,276.64	14.47%
01-1512 · Miscellaneous	285.46	1,260.00	-974.54	22.66%
01-1513 · Postage and Delivery	50.85	600.00	-549.15	8.48%
01-1514 · Office Supplies	237.10	850.00	-612.90	27.89%
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	70,000.00	-70,000.00	0.0%
01-1813 · Preserve Maintenance	78,500.00	79,700.00	-1,200.00	98.49%
<b>Total Expense</b>	<b>149,422.37</b>	<b>614,280.00</b>	<b>-464,857.63</b>	<b>24.33%</b>
<b>Net Ordinary Income</b>	<b>356,053.62</b>	<b>0.00</b>	<b>356,053.62</b>	<b>100.0%</b>
<b>Net Income</b>	<b>356,053.62</b>	<b>0.00</b>	<b>356,053.62</b>	<b>100.0%</b>

**Winding Cypress Community Development District  
Expenditures  
October 2025 through December 2025**

	Date	Num	Name	Memo	Debit
<b>Expenditures</b>					
<b>01-1310 · Engineering</b>					
10/31/2025	202548088	LJA Engineering	Engineering thru 10/31/2025		9,325.50
11/28/2025	202554033	LJA Engineering	Engineering thru 11/28/2025		16,495.00
12/31/2025	202560478	LJA Engineering	Engineering thru 12/31/2025		15,984.75
<b>Total 01-1310 · Engineering</b>					<b>41,805.25</b>
<b>01-1311 · Management Fees</b>					
10/31/2025	2025-1442	Special District Services	Management fee - October 2025		4,415.00
11/30/2025	2025-1567	Special District Services	Management fee - November 2025		4,415.00
12/31/2025	2025-1709	Special District Services	Management fee - December 2025		4,415.00
<b>Total 01-1311 · Management Fees</b>					<b>13,245.00</b>
<b>01-1315 · Legal Fees</b>					
10/31/2025	3669418	Kutak Rock LLP	legal services October 2025		736.00
11/30/2025	3675295	Kutak Rock LLP	legal services November 2025		1,718.50
<b>Total 01-1315 · Legal Fees</b>					<b>2,454.50</b>
<b>01-1321 · Supervisor Fees</b>					
11/10/2025	PR 11/06/25		Meeting date 11/06/25 check date 11/13/25 (Petrovsky)		200.00
12/05/2025	PR 12/04/25		Meeting date 12/04/25 check date 12/09/25 (Petrovsky)		200.00
<b>Total 01-1321 · Supervisor Fees</b>					<b>400.00</b>
<b>01-1322 · Payroll processing fee</b>					
11/10/2025	PR 11/06/25		Meeting date 11/06/25 check date 11/13/25 (Petrovsky)		50.85
12/05/2025	PR 12/04/25		Meeting date 12/04/25 check date 12/09/25 (Petrovsky)		50.85
<b>Total 01-1322 · Payroll processing fee</b>					<b>101.70</b>
<b>01-1323 · Payroll tax expense</b>					
11/10/2025	PR 11/06/25		Meeting date 11/06/25 check date 11/13/25 (Petrovsky)		15.30
12/05/2025	PR 12/04/25		Meeting date 12/04/25 check date 12/09/25 (Petrovsky)		15.30
<b>Total 01-1323 · Payroll tax expense</b>					<b>30.60</b>
<b>01-1450 · Insurance</b>					
10/01/2025	30080	Egis Insurance Advisors LLC	policy# 100125281 10/1/25-10/1/26		7,269.00
<b>Total 01-1450 · Insurance</b>					<b>7,269.00</b>
<b>01-1480 · Legal Advertisements</b>					
10/31/2025	0007405638	Gannett Florida LocaliQ	FY 25/26 Mtg Schedule		288.16
11/30/2025	0007454487	Gannett Florida LocaliQ	Notice of Reg Board Mtg		241.12
12/31/2025	0007503738	Gannett Florida LocaliQ	Notice of Rule Development		194.08
<b>Total 01-1480 · Legal Advertisements</b>					<b>723.36</b>

**Winding Cypress Community Development District  
Expenditures  
October 2025 through December 2025**

	Date	Num	Name	Memo	Debit
<b>01-1512 · Miscellaneous</b>					
11/30/2025	2025-1567	Special District Services	Conference calls	5.92	
11/30/2025	2025-1567	Special District Services	travel	35.00	
12/31/2025	2025-1709	Special District Services	Conference calls	16.14	
12/31/2025	2025-1709	Special District Services	travel	126.70	
<b>Total 01-1512 · Miscellaneous</b>				<b>183.76</b>	
<b>01-1513 · Postage and Delivery</b>					
11/30/2025	2025-1567	Special District Services	FedEx	50.85	
				<b>50.85</b>	
<b>Total 01-1513 · Postage and Delivery</b>					
<b>01-1514 · Office Supplies</b>					
10/31/2025	2025-1442	Special District Services	copier charges	41.55	
10/31/2025	2025-1442	Special District Services	meeting books	24.00	
11/30/2025	2025-1567	Special District Services	copier charges	49.20	
12/31/2025	2025-1709	Special District Services	copier charges	94.35	
12/31/2025	2025-1709	Special District Services	meeting books	28.00	
<b>Total 01-1514 · Office Supplies</b>				<b>237.10</b>	
<b>01-1540 · Dues, License &amp; Subscriptions</b>					
10/01/2025	93296	Florida Commerce	special district fee FY 25/26	175.00	
				<b>175.00</b>	
<b>Total 01-1540 · Dues, License &amp; Subscriptions</b>					
<b>01-1550 · Trustee Fees</b>					
12/24/2025	8013814	US Bank (trustee fees)	Series 2015 12/01/2025 - 11/30/2026	4,246.25	
				<b>4,246.25</b>	
<b>Total 01-1550 · Trustee Fees</b>					
<b>01-1813 · Preserve Maintenance</b>					
12/31/2025	CESI-022240	Collier Environmental Services	Annual Maintenance treatment to wetland preserves	78,500.00	
				<b>78,500.00</b>	
<b>Total 01-1813 · Preserve Maintenance</b>					
<b>Total Expenditures</b>				<b>149,422.37</b>	

**WINDING CYPRESS CDD  
TAX COLLECTIONS  
2025 - 2026**

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Note: \$1,444,333, \$608,955, \$526,548 and \$308,830 are 2025/2026 budgeted assessments before discounts and fees.  
\$1,379,698, \$607,280, \$486,750 and \$285,668 are 2025/2026 budgeted

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1,444,332.68

\$ 1,265,455.30	-\$ (533,515.65)
\$ 666	\$ (461,385.15)
	<u>\$ (270,554.50)</u>

\$ 1,190,663.61
\$ (501,982.86)
\$ (434,116.45)
\$ (254,564.30)
<hr/>
\$

Note: \$1,444,333, \$608,955, \$526,548 and \$308,830 are 2025/2026 budgeted assessments before discounts and fees.  
\$1,379,689, \$607,280, \$486,750 and \$285,668 are 2025/2026 budgeted