

***CYPRESS SHADOWS
Community Development
District***

May 2, 2024 MEETING

AGENDA PACKAGE

The meeting will be held at:
The Preserve at Corkscrew Clubhouse
20021 Cypress Shadows Boulevard
Estero, Florida 33928



210 NORTH UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FLORIDA 33071

Cypress Shadows Community Development District

Board of Supervisors

Δ Don Lozzi, Chairperson
Δ Craig Schneider, Vice Chairperson
Δ Nicholas Liberto, Assistant Secretary
Δ Tony Provinzino, Assistant Secretary
Δ Timothy McElmury, Assistant Secretary

District Staff

Δ Justin Faircloth, District Manager
Δ Gregory Urbancic, District Counsel
Δ Jordan Varble, District Engineer

Meeting Agenda

Thursday, May 2, 2024, at 3:00 p.m.

Call in meeting number: 1-646-838-1601, Meeting ID: 951 092 195#

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1. **Call to Order/Roll Call**
 2. **Approval of Agenda**
 3. **Public Comments on Agenda Items**
 4. **CES Updates**
 - A. April Pond Report
 - B. April Conservation Report
 - C. CES Long Range Planning Updates
 5. **Engineer's Report**
 - A. Stormwater Guidelines Discussion Including Exhibits
 - B. Roadway Repair Update
 - i. Consideration of Johnson Engineering Work Authorization No. 5 for Design and Permitting Services for Asphalt Repairs
 6. **Attorney's Report**
 - A. Amendment to the Termination Agreement Update
 - B. Management Proposals Update
 - C. Rules Update
 7. **Old Business**
 - A. Gatehouse Wall Repair Proposals
 - B. Reserve Study Update
 8. **Chairperson's Comments**
 9. **New Business**
 - A. Consideration of FY2025 Meeting Schedule
 - B. Payroll Processing Memorandum of Understanding
 - C. Accounts Payable Software Memorandum of Understanding

District Office:

Inframark, Community Management Services
210 North University Drive, Suite 702
Coral Springs, Florida 33071
954-603-0033

Meeting Location:

The Preserve at Corkscrew Clubhouse
20021 Cypress Shadows Boulevard
Estero, Florida 33928
239-221-3321

10. Manager's Report

- A. Field Manager's Report
- B. Approval of the Minutes of the April 4, 2024, Meeting
- C. Acceptance of March 31, 2024 Financial Report
- D. Distribution of Proposed Budget for Fiscal Year 2025
- E. Discussion of Upcoming 2024 General Election
- F. Report on Number of Registered Voters (829)
- G. Follow Up Items
 - i. Methodology Proposal Update
 - ii. HOA Gatehouse Update
 - iii. Hoover Pumping Service Report
 - a. Hoover Pumping Proposal SPN101529 Approved by Resolution 2023-09

11. Supervisors' Requests or Comments

- A. Supervisor Schneider
- B. Supervisor Liberto
- C. Supervisor McElmury
- D. Supervisor Provinzino

12. Audience Comments

13. Adjournment

*Next meeting is scheduled to be held Thursday, June 6, 2024, at 3:00 p.m.

District Office:
Inframark, Community Management Services
210 North University Drive, Suite 702
Coral Springs, Florida 33071
954-603-0033

Meeting Location:
The Preserve at Corkscrew Clubhouse
20021 Cypress Shadows Boulevard
Estero, Florida 33928
239-221-3321

Fourth Order of Business

4B

Community Environmental Services, LLC

INVOICE


6900 Daniels Pkwy Suite 29-279
Fort Myers, FL 33912

DATE:
April 18, 2024

INVOICE #
TPACCE2404

Prepared for:

CYPRESS SHADOWS CDD
The Preserve at Corkscrew
20021 Cypress Shadows Blvd, Estero, FL
c/o Inframark Infrastructure Management Services
2005 Pan Am Circle Ste 300 | Tampa, FL 33607
813.873.7300 ext. 330

DESCRIPTION	AMOUNT
<p>2024 April Conservation area maintenance. Service dates April 17, 18</p> <p>Report for HOA and SFWMD:</p> <p>Unit 6A (50 acres) - Cut stump treatment with Triclopyr 4 @ 20% (111 oz) - earleaf, melalauca, brazilian pepper, lygodium, primrose willow</p> 	<p>\$ 3,850.00</p>
TOTAL	\$ 3,850.00

Make all checks payable to **Community Environmental Services, LLC**
If you have any questions concerning this invoice, contact Jeff Key at 239-822-6087 or jeff.ces@comcast.net

THANK YOU FOR YOUR BUSINESS!

4C.

Community Environmental Services, LLC

6900 Daniels Pkwy Suite 29-279
Ft. Myers, FL 33912
Phone: 239-822-6087

3/22/2024

Pond Management – Long Range Planning Report

The Cypress Shadows (CDD) at The Preserve at Corkscrew has the responsibility of managing and maintaining seventeen storm water detention ponds. Management issues and environmental concerns have brought about the need for a long-range plan to effectively and economically manage the water bodies. Of the seventeen ponds, sixteen are divided into three basins, all collecting water during rain events and discharging the water from the community to the Gulf of Mexico at permitted, controlled elevations ranging from 17.5 to 18.5 feet above sea level. The remaining pond (Pond #1) is isolated as a reclaimed water effluent pond that has no overflow and is utilized by Lee County. Pond management duties are divided between shoreline management, water column management, and aeration design and management. This report serves to address each of those areas for long-range planning.

Shoreline management is a permit compliance requirement by both the state's South Florida Water Management District (SFWMD) and Lee County. The state permit specifically reads:

Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.

This requirement is to protect the community's storm water management system from erosion and from an over abundance of plant food entering from throughout each respective basin. County requirements specify how many species of plants there should be (at least 4) and how many need to be there (at least one per linear foot). County requirements are satisfied at Cypress Shadows, however state requirements for plants are not. There are many bare areas around the ponds that will require vegetation. The picture below was taken on pond 7, illustrating bare areas both on the near shore and the far shore.



Therefore, plantings have begun in 2022 and 2023 and are planned moving ahead into the present year and future years. There is over 29,000 feet of shoreline multiplied by a littoral shelf width of at least 12 feet which equals over 8 acres of land. Accompanying the effort to establish vegetation is continuing monthly maintenance where herbicide is applied to targeted exotic and nuisance vegetation.

The preferred palette of plants include the ability to live in flooded conditions AND dry conditions for parts of the year as the water rises and falls annually with the Florida wet (June-October) and dry (November to May) seasons. Additionally for aesthetic purposes, the preferred plants do not grow tall and most provide flowers for part or all of the year. The area between the high water of wet season and low water of dry season is called the littoral zone. The preferred plants are divided into the upper, middle and lower zones depending on their tolerance for flooding. The pictures below are the special plants and their zones that meet all of these requirements.



Blue flag iris (high)



Arrowhead (medium)



Bacopa (medium)



Pickerelweed (low)



Golden canna (high)



Spike rush (low)

Planting over the next several years will depend on site conditions as there is no irrigation available to initially establish the plants. Therefore, the lower zone plants will be planted at the water's edge at the height of dry season when the water is lowest. The middle zone can be planted as dry season transitions into wet season (or vice versa). Finally, the upper zone can be planted at the height of wet season. It is important to note that spike rush is already well established, and the species will not require additional planting. There are other stated concerns from residents concerning overgrowth of spike rush. However, it is a highly recommended plant for erosion control and nutrient sequestration, as it spreads readily with little financial facilitate its spread. The other plants reproduce much more slowly and will eventually compete with the spike rush. Therefore, the bare areas will need to be planted with flowering plants at higher densities to fill in those areas. Budgetary restraints therefore dictate plantings to be phased over several years to achieve the goal of a living shoreline as required by permit.

To preserve an aesthetically pleasing lakeside during dry seasons, CES provides a “living shoreline” with our pond management. This is achieved by utilizing a minimal amount of herbicide only as needed to control exotic or nuisance plants. The images below depict a shoreline before and after plantings.



In addition to shoreline management, water column management is conducted on a monthly basis as needed. Floating vegetation, submerged vegetation and filamentous, planktonic and macrophytic algae will be controlled on an as need basis.

One other important aspect is proper aeration. The process of aeration is to place diffusers in the middle of ponds no less than 150 feet away from one another. The goal is to turn the water over at least once per day so that the amount of dissolved oxygen at the surface is roughly equal to the dissolved oxygen at the sediments. The carbon and nitrogen in the water column and the sediments will combine with the oxygen from aeration and outgas to the atmosphere. Phosphorus will combine oxygen and iron, making it unavailable as plant food. Most of the ponds in the community are seriously under aerated, achieving very low turnover rates with distances greatly exceeding 150 feet between diffusers. Ponds 4, 8, 10 and 17 have received recent updates to meet these standards. Long range planning will need to address aeration needs of ponds 1, 2, 3, 5, 6, 7, 9, 11, 12, 13, 14, 15 and 16. In some cases, existing infrastructure will allow this to happen with additions of diffusers, weighted air hoses and shoreline compressors set at pre-established electrical locations. Other ponds will require new electrical services, utilization of easements and possible underground boring to connect the two.



Additional benefits of aeration include midge fly control, algae control, and supplemental support for beneficial algae.

Fifth Order of Business

5A

**STORMWATER MANAGEMENT
RULES AND POLICIES
FOR
CYPRESS SHADOWS COMMUNITY DEVELOPMENT DISTRICT**

Section 1. Short Title, Authority and Applicability

- a. This document shall be known and may be cited as the “Stormwater Management Rules and Policies for Cypress Shadows Community Development District”.
- b. The Board of Supervisors (the “**Board**”) of Cypress Shadows Community Development District (the “**District**”) has the authority to adopt rules and policies pursuant to Chapter 190 of the Florida Statutes, as amended.
- c. These rules and policies shall be applicable to all those property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the master stormwater management system operated by the District.

d. It is intended that these Rules will be administered in conjunction with the **Gutter, Downspout, and Drainage Standards** (the “**Standards**”) published and enforced by the Architectural Review Committee of The Preserve at Corkscrew Master Association, Inc., as may be amended from time to time. The Standards have been developed jointly by The Preserve at Corkscrew Master Association, Inc. (the “**Association**”) and the District to meet both the aesthetic needs of the Association as well as the functional needs required by the District to significantly limit erosion and washout to lake banks which may affect the proper operation of the Master Stormwater System (defined herein). A copy of the Standards may be obtained on the District’s website at cypress-shadows-cdd.org.

Section 2. Background, Intent, Findings and Purpose

- a. The District was created pursuant to the provisions of Chapter 190, Florida Statutes (the “**Act**”) and was established to provide for ownership, operation, maintenance, and provision of various public improvements, facilities and services within its jurisdiction. The purpose of these rules and policies (individually, each a “**Rule**” and collectively, the “**Rules**”) is to describe the various policies of the District relating to stormwater management.
- b. Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- c. A Rule of the District shall be effective upon adoption by affirmative vote of the Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Commented [GU1]: As noted at the prior meeting, we are only creating and offering a general skeleton for rules as starting point for the District, with the help of the District Engineer, to tailor the rules to work for TP at C, the physical conditions, and existing permit requirements that might guide drafting and operation of specific provisions. In no way is this a finished product, but a work in progress. Districts under 190 do not have permitting authority so keep that in mind in the context of these rules and what can be done. It also contemplates a cooperative effort with the HOA and its architectural review process. The rules are drafted, in part, with the mindset of preventing damage to public property and compliance with existing permits and regulations. The District has rulemaking authority under Chapter 120, Florida Statutes and that is the process that would have to be used. This document is only an initial draft and likely needs substantial revisions to tailor it to the District.

Commented [MM2]: Confirm Association information. Also, these stormwater rules contemplate that the District and the Association will work together to develop gutter, downspout and drainage standards. Will this be the case? Is it the District’s intent to work jointly with the Association? Or, does the Association have something existing? Where would these be posted?

d. The District is the operating entity responsible for the long-term operation and maintenance of the master stormwater management system servicing the property located within the boundaries of the District (the “**Master Stormwater System**”). The District owns certain real property and other improvements that comprise the Master Stormwater System. Stormwater lakes (or ponds), control structures, lake interconnect piping, littoral plantings and natural wetlands are all integral parts of the Master Stormwater System. The owners and residents of real property within the District play an integral part in keeping the Master Stormwater System functioning properly. The failure of all or a portion of the Master Stormwater System due to improper actions of third-parties could result in significant damage or harm to real property, personal property and/or homes with the District.

e. The Master Stormwater System is permitted through South Florida Water Management District (“**SFWMD**”) and the Lee County (“**County**”), and the regulations of such governmental bodies control the design, operation and use of the Master Stormwater System. Notwithstanding the same, consistent with the regulations of such entities there are certain practices and actions that can be controlled to enhance the effectiveness of the Master Stormwater System and improve the overall function and aesthetic value of the Master Stormwater System.

f. Runoff from normal rain events, tropical storms and hurricanes originating from impervious surfaces such as roofs, gutters and downspouts, may cause significant lake bank erosion and washouts throughout the District and may otherwise affect the proper operation of the Master Stormwater System. Based upon prior experiences of the District, undertaking corrective action for such events may result in the District expending significant sums of money to restore the Master Stormwater System (including lake banks) to maintain compliance with applicable permits and ensure public safety. These Rules are intended to establish rules and policies relating to the following installation and use of gutters and downspouts and other forms of drainage on privately owned property within the District (collectively, “**Lot Drainage Improvements**”) that are discharging either via overland flow or directly into the District’s lakes and wetlands. These Rules are intended to serve the following goals: (1) reduce and/or spread the volume of water flowing from an owner’s property toward the lakes and wetlands within the District; (2) reduce the velocity of water flowing from an owner’s property toward the lakes and wetlands; and (3) maintain compliance with applicable SFWMD and County permits and regulations.

Commented [MM3]: Does this encompass all of the improvements? Should dry wells be included?

Section 3. Lot Drainage Improvements (Including Gutters and Downspouts)

a. Installation or Modification of Lot Drainage Improvements Generally.

i. Drainage patterns for each property within the District shall be consistent with the approved SFWMD permit for the subject property. Each property owner within the District shall be obligated to comply with all applicable SFWMD and County permits pertaining to drainage. In the event the drainage pattern, direction or outfall from a particular property is proposed to be altered or is currently inconsistent with the approved SFWMD permit and all appurtenant permit modifications, then a modification to the applicable SFWMD permit would be required by the applicable owner. All permitted cross sections and grade elevations shall be maintained per the applicable SFWMD permit unless and until a modification is approved.

ii. The installation or modification of Lot Drainage Improvements on a home, condominium building or other structure (any, a “**Structure**”) within the District shall be subject to the Rules set forth herein and also subject to the Standards. Any owner requesting to install or modify Lot Drainage Improvements (including gutters or downspouts on a Structure) that are located on a property designated as a Drainage Property (defined below) and/or requesting to connect Lot Drainage Improvements to District Outfall Improvements (defined below) (a “**Requesting Party**”) must follow the procedures and rules set forth herein and shall be responsible for the applicable fees and costs set forth herein. In such a case, the plan for the Lot Drainage Improvements must first be approved by the District to allow for piping of the discharge directly into the adjacent lake in the manner set forth herein.

iii. In order to prevent erosion and washouts upon the banks and shorelines of the District’s stormwater detention lakes caused by stormwater runoff emanating from Lot Drainage Improvements (including gutter and downspout discharge), or runoff from any impervious structure or improvement including, but not limited to, roof-tops, driveways, patios, or outbuildings, any Lot Drainage Improvements on a property that is designated a Drainage Property (defined below) shall, to the extent required by the District to avoid erosion and washouts, be designed such that all water runoff will be collected and routed to pipes, collection boxes and other drainage improvements located on property of the District (“**District Outfall Improvements,**” and together with the Lot Drainage Improvements the “**Outfall Improvements**”) by a method consistent with the Standards and applicable permitting. Attached hereto and made a part hereof as **Exhibit “A”** are example concepts showing various authorized methods within the District of collecting stormwater runoff and illustrating the intrusion of the outfall into the adjacent lake to discharge the stormwater. As reflected in each of the attached examples, all outfalls from the Outfall Improvements into the lake shall be installed below the control elevation of the lake. All drainage design plans for Outfall Improvements shall be consistent and compliant with existing permits, rules and regulations. As the District is the owner of the adjacent lake property, no intrusion of Outfall Improvements into a lake shall be permitted without the prior review and approval of the District. Further, each example of Outfall Improvements has a defined connection point (the “**Connection Point**”) to delineate the separation of maintenance responsibility of the District and the owner. The District will be responsible for the maintenance of improvements below the Connection Point and the owner will be responsible for the maintenance of improvements above the Connection Point.

Commented [MM4]: Engineer will need to prepare illustrations for Exhibit “A”.

Commented [MM5]: Confirm with Engineer that this is an accurate delegation of maintenance responsibility.

iv. The District may periodically identify properties within its boundary (each a “**Drainage Property**” and collectively, the “**Drainage Properties**”) on which the installation and/or modification of Lot Drainage Improvements or connections to District Outfall Improvements are determined to be necessary in order to significantly limit washouts and erosion to lake banks which may affect the proper operation of the Master Stormwater System. The initial designation by the District of the Drainage Properties is attached hereto as **Exhibit “B”**; provided, however, that the District may modify such designations from time to time without updating these Rules. The Association has agreed to use diligent efforts and applicable enforcement mechanisms at its disposal to facilitate the installation and/or modification of Lot Drainage Improvements on the Drainage Properties in accordance with these Rules.

Commented [MM6]: District to review and determine whether this section should be included.

b. Properties Identified as Drainage Properties.

i. Compliant Existing Lot Drainage Improvements; Existing District Outfall Improvements; Required Connection to District Outfall Improvements. If a Drainage Property has existing Lot Drainage Improvements that meet the Standards and either (A) District Outfall Improvements have already been permitted and installed adjacent to the Drainage Property or (B) the District is in the process of permitting and installing District Outfall Improvements adjacent to the Drainage Property, the District shall coordinate with the Association, or directly with the applicable property owner, as determined by the District, and require that the existing Lot Drainage Improvements be connected to the District Outfall Improvements. The District will review whether any additional permitting through SFWMD and/or the County is required to connect the existing Lot Drainage Improvements to the District Outfall Improvements. If additional permitting is required, then the District shall be responsible for the cost and expense of any additional planning, design, engineering and permitting required for the connection. The applicable owner of the Drainage Property will be responsible for all costs and expenses relating to connecting the existing Lot Drainage Improvements to the District Outfall Improvements. Notwithstanding the same, the District may elect to make the connection of the existing Lot Drainage Improvements to the District Outfall Improvements at the District's cost and expense if deemed in the best interest of the District. To the extent the District is performing the connection, the owner must provide written authorization to the District to enter upon the owner's property to perform the work to connect the existing Lot Drainage Improvements to the District Outfall Improvements by way of a temporary license agreement substantially in the form attached hereto as Exhibit "C" (the "License Agreement"). In either case, once the connection is made, the District shall be responsible for the maintenance of only improvements below the Connection Point and the owner of the Drainage Property (or such owner's successor-in-title) will be responsible for the maintenance of improvements above the Connection Point. Each owner is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

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Commented [MM8]: Confirm cost allocation.

Commented [MM9]: District to review and determine whether the requirement for homeowners to enter into a License Agreement should be included.

ii. Compliant Existing Lot Drainage Improvements; Request by Owner to Connect; No Established District Outfall Improvements. If (A) a Drainage Property has existing Lot Drainage Improvements that meet the Standards, (B) District Outfall Improvements have not already been permitted and installed adjacent to the Drainage Property and (c) the owner of such Drainage Property, as the Requesting Party, is seeking to connect to District Outfall Improvements, such Requesting Party shall submit a request the Association and the District for installation of, and connection to, District Outfall Improvements. The District will review whether any additional permitting through SFWMD and/or the County is required for such installation of, and connection to, District Outfall Improvements. If additional permitting is required, then the Requesting Party shall be solely responsible for the cost and expense of any additional planning, design, engineering and permitting required for the installation and connection. All permitting shall be done through the District. The District will review the request and advise the Requesting Party on the manner in which the installation and connection must be made. The Requesting Party shall be solely responsible for all costs and expenses relating to the installation of, and connection to, the District Outfall Improvements. Notwithstanding the same, the District may elect to make the connection

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of the existing Lot Drainage Improvements to the District Outfall Improvements at the District's cost and expense if deemed in the best interest of the District. The installation and connection work can either be done through the District or a contractor approved by this District for such work. All work shall be performed and completed consistent with applicable permits and approvals. To the extent the District is performing the work, the Requesting Party must provide written authorization to the District to enter upon the Requesting Party's property to perform the work by way of a License Agreement. If the work is to be performed by the Requesting Party, all work, once completed, will be inspected by the District to ensure that it meets all District installation and functionality requirements. Once the installation and connection are made, the District will only be responsible for the maintenance of improvements below the Connection Point and the Requesting Party (or the Requesting Party's successor-in-title) will be responsible for the maintenance of improvements above the Connection Point. The Requesting Party is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the Requesting Party's property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

iii. Existing Lot Drainage Improvements Causing Damage to Lake Banks; No Established District Outfall Improvements. The District performs ongoing and periodic inspections of the lakes within The Preserve at Corkscrew. If a Drainage Property has Lot Drainage Improvements (including existing gutters and downspouts) and if District Outfall Improvements have not already been permitted and installed adjacent to such Drainage Property, and the District determines that water runoff from the Drainage Property is causing damage to the lake banks, the owner of such Drainage Property will be responsible for repairing such damage to the District's property, including lake banks. Notwithstanding the same, the District may, at the District's option, initiate remedial action to install District Outfall Improvements in compliance with these Rules as well as repair the damaged District property, including lake banks. In such a case, the District will review whether any additional permitting through SFWMD and/or the County is required for such installation of, and connection to, the District Outfall Improvements. If additional permitting is required, then the District will undertake any additional planning, design, engineering and permitting required for the installation and connection. If the District elects to install District Outfall Improvements, the District will construct and install the District Outfall Improvements and the owner of the Drainage Property will be required to connect the Lot Drainage Improvements to the District Outfall Improvements. The applicable owner of the Drainage Property will be responsible for all costs and expenses relating to connecting the existing Lot Drainage Improvements to the District Outfall Improvements. Notwithstanding the same, the District may elect to make the connection of the existing Lot Drainage Improvements to the District Outfall Improvements at the District's cost and expense if deemed in the best interest of the District. To the extent the District is performing the connection work, the owner must provide written authorization to the District to enter upon the owner's property to perform the work by way of a License Agreement. Once the installation and connection are made, the District will only be responsible for the maintenance of improvements below the Connection Point and the owner (or the owner's successor-in-title) will be responsible for the maintenance of improvements above the Connection Point. The owner is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the owner's property or the Structure on the property. The District shall not be responsible for

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Commented [MM12]: Confirm cost allocation.

any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

iv. No Existing (or Incomplete or Non-Compliant) Lot Drainage Improvements; Request for New Installation of Lot Drainage Improvements; Existing District Outfall Improvements. If a Drainage Property does not have Lot Drainage Improvements (or such Lot Drainage Improvements are incomplete or non-compliant) and if District Outfall Improvements have already been permitted and installed adjacent to such Drainage Property, the owner of such Drainage Property, as the Requesting Party, shall submit a request the Association and the District to install Lot Drainage Improvements and to connect to such existing District Outfall Improvements. The District will review whether any additional permitting through SFWMD and/or the County is required for the Requesting Party's connection. If additional permitting is required, then the Requesting Party shall be solely responsible for the cost and expense of any additional planning, design, engineering and permitting required for the connection. All permitting shall be done through the District. If no additional permitting is required, the District will review the request and advise the Requesting Party on the manner in which the connection must be made. The Requesting Party shall be solely responsible for all costs and expenses relating to the connection to the District Outfall Improvements. The connection work can either be done through the District or a contractor approved by this District for such work. All work shall be performed and completed consistent with applicable permits and approvals. To the extent the District is performing the work, the Requesting Party must provide written authorization to the District to enter upon the Requesting Party's property to perform the work by way of a License Agreement. If the work is to be performed by the Requesting Party, all work, once completed, will be inspected by the District to ensure that it meets all District installation and functionality requirements. Once the connection is made, the District will only be responsible for the maintenance of improvements below the Connection Point and the Requesting Party (or the Requesting Party's successor-in-title) will be responsible for the maintenance of improvements above the Connection Point. The Requesting Party is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the Requesting Party's property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

Commented [MM13]: Confirm cost allocation.

v. No Existing (or Incomplete or Non-Compliant) Lot Drainage Improvements; Request for New Installation of Lot Drainage Improvements; No Existing District Outfall Improvements. If a Drainage Property does not have Lot Drainage Improvements (or such Lot Drainage Improvements are incomplete or non-compliant) and if District Outfall Improvements have not already been permitted and installed adjacent to such Drainage Property, the owner of such Drainage Property, as the Requesting Party, shall submit a request the Association and the District for installation of Lot Drainage Improvements and for the installation of, and connection to, District Outfall Improvements, if the District feels that District Outfall Improvements are necessary to protect the lake banks from any damage due to this new installation. The District will review whether any additional permitting through SFWMD and/or the County is required for such installation of, and connection to, District Outfall Improvements. If additional permitting is required, then the Requesting Party shall be solely responsible for the cost and expense of any additional planning, design, engineering and permitting required for the installation

and connection. All permitting shall be done through the District. The District will review the request and advise the Requesting Party on the manner in which the installation and connection must be made. The Requesting Party shall be solely responsible for all costs and expenses relating to the installation of, and connection to, the District Outfall Improvements. The installation and connection work can either be done through the District or a contractor approved by the District for such work. All work shall be performed and completed consistent with applicable permits and approvals. To the extent the District is performing the work, the Requesting Party must provide written authorization to the District to enter upon the Requesting Party's property to perform the work by way of a License Agreement. If the work is to be performed by the Requesting Party, all work, once completed, will be inspected by the District to ensure that it meets all District installation and functionality requirements. Once the installation and connection are made, the District will only be responsible for the maintenance of improvements below the Connection Point and the Requesting Party (or the Requesting Party's successor-in-title) will be responsible for the maintenance of improvements above the Connection Point. The Requesting Party is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the Requesting Party's property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

Commented [MM14]: Confirm cost allocation.

vi. Existing Structure without Lot Drainage Improvements Causing Damage to Lake Banks. The District performs ongoing and periodic inspections of the lakes within The Preserve at Corkscrew. If a Drainage Property does not have Lot Drainage Improvements (including existing gutters and downspouts) and the District determines that water runoff from such property is causing damage to the lake banks, the owner of such property will be responsible for repairing such damage to the District's property, including lake banks. If District Outfall Improvements have already been permitted and installed adjacent to such property, the District will encourage the owner to pursue the installation of Lot Drainage Improvements pursuant to subsection iv, above. If District Outfall Improvements have not already been permitted and installed adjacent to such property, the District will encourage the owner to pursue the installation of Lot Drainage Improvements and District Outfall Improvements pursuant to subsection v, above.

Commented [MM15]: Will this work?

c. Properties Not Identified as Drainage Properties

i. Homes and Buildings Desiring Lot Drainage Improvements Not Identified as Drainage Properties. The District shall not be responsible for the costs and expenses associated with any Lot Drainage Improvements made on properties that have not been designated as Drainage Properties. If a Property Owner is required by the Association to install any improvements necessary to bring the Structure in compliance with the Standards, or if a Property Owner wishes to install said improvements on their own accord, the Property Owner shall be responsible for any costs associated with the improvements. This includes any cost and expense of any additional planning, design, engineering and permitting required for the installation. If the Lot Drainage Improvements include a direct connection to a previously installed District Outfall Improvement, the District will be responsible for the maintenance of only improvements below the Connection Point and the Property Owner (or the Property Owner's successor in title) will be responsible for the maintenance of improvements above the Connection Point. The Property Owner is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the Property

Commented [MM16]: Confirm cost allocation.

Owner's property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

Section 4. Compliance with Laws

All property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the Master Stormwater System shall, in addition to these Rules, be obligated to comply with all applicable federal, state, and local laws and regulations including, without limitation, all permits issued by SFWMD for the operation and use of the Master Stormwater System.

Section 5. Enforcement

The District shall have any and all rights available under the Act and Florida law to enforce the provisions of these Rules. The District's staff including, without limitation, the District Manager shall have the authority to act on behalf of the District with respect to the enforcement of these Rules including, without limitation, taking any actions necessary to the enforcement and/or prosecution of violations of these Rules consistent with Florida law. In addition to, and not as a limitation on the District, the District shall have the right to notify SFWMD, the County or any other appropriate regulatory body of a violation of these Rules or any existing permits issued by any such regulatory body.

Section 6. Effective Date

These Rules shall be effective upon their adoption.

Exhibit "A" – Stormwater Collection Illustrations

Exhibit "B" – Initial Designation of Drainage Properties

Exhibit "C" – License Agreement

Exhibit "A"

Commented [MM17]: Engineer to prepare stormwater collection illustrations

Exhibit "B"
Initial Designation of Drainage Properties

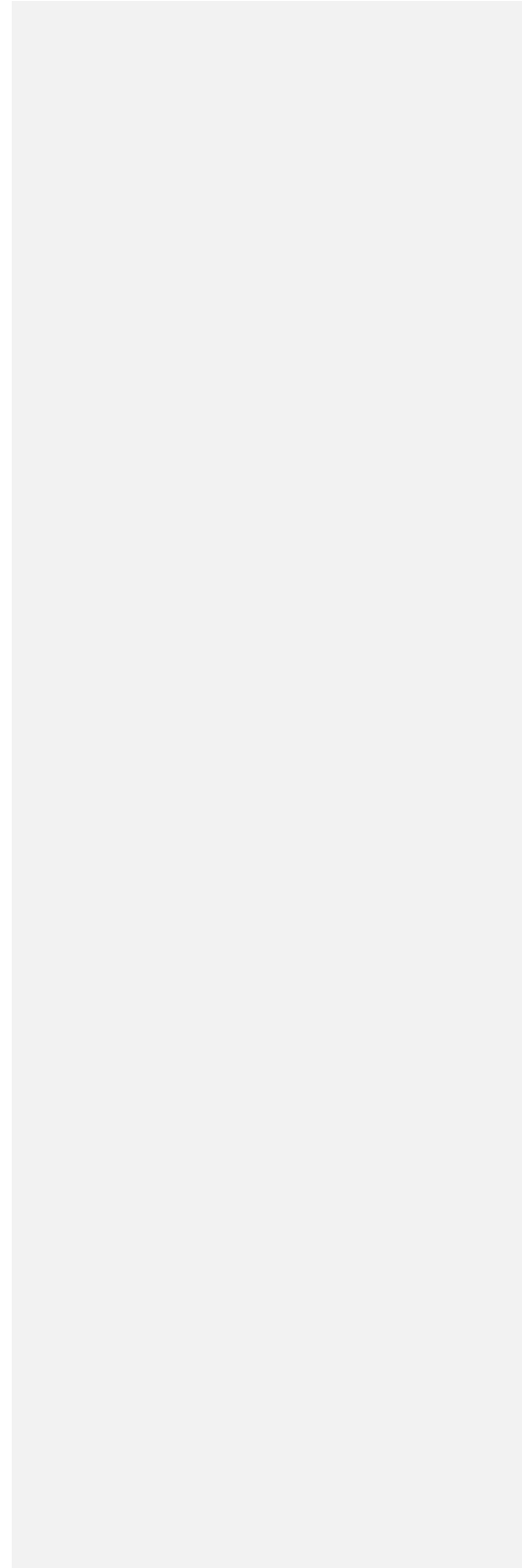


Exhibit “C”

LICENSE FOR ACCESS

THIS LICENSE FOR ACCESS (this “**License**”) is made as of the _____ day of _____ 202____, by and between _____ (“**Licensor**”) and CYPRESS SHADOWS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (“**Licensee**”).

R E C I T A L S

WHEREAS, Licensor is the owner of certain real property located at _____ and shown on **Exhibit “A”** attached hereto and by this reference made a part hereof (the “**Property**”); and

WHEREAS, Licensee is undertaking a project to prevent erosion and other damage to the stormwater lakes it owns located throughout The Preserve at Corkscrew residential community from surface water runoff from residential properties (the “**Project**”); and

WHEREAS, as the Project necessitates that the Licensee, in coordination with The Preserve at Corkscrew Master Association, Inc. (“**Association**”), install drainage improvements including, but not limited to, gutters, downspouts and drains (“**Drainage Improvements**”) in a manner which meets Association Architectural Review Committee and Licensee standards on certain properties; and

WHEREAS, Licensee has identified the Property as one on which Drainage Improvements are to be installed in order to meet the goals of the Project; and

WHEREAS, the plans for the Drainage Improvements to be installed on the Property are attached hereto as **Exhibit “B”**; and

WHEREAS, pursuant to Section 7.5 of that certain *Master Declaration of Covenants, Conditions, Easements and Restrictions for The Preserve at Corkscrew*, recorded in the Official Records of Lee County, Florida at Official Records Instrument Number 201200094216, as amended from time to time, Licensee has an easement “upon, across, over, in and under the Land and each Unit or Parcel as may be necessary or appropriate to make repairs or to perform the duties and functions . . . which the CDD is obligated to perform, including the right to enter upon any Parcel or Unit for the purpose of performing maintenance to the landscaping or the exterior of improvements to such Parcel or Unit as may be permitted herein, or to the Water Management System or other Common Areas (the “**Easement**”); and

WHEREAS, notwithstanding the existence of the Easement and without intending to impact Licensee’s rights under the Easement, Licensee has requested that Licensor grant Licensee the right to temporarily access the portion of the Property identified on Exhibit “A” as the “**License Area**” in connection with the completion of the Project; and

WHEREAS, in furtherance thereof, Licensee has also requested that Licensor allow Licensee’s agents, contractors and consultants, access onto the License Area for purposes of installing the Drainage Improvements in accordance with Exhibit “B”, and Licensor is willing to grant such access; and

WHEREAS, subsequent to the installation of the Drainage Improvements, Licensor agrees to be responsible for the maintenance of the Drainage Improvements located above the connection point to Licensee's master stormwater system.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged by Licensor, Licensor and Licensee hereby agree as follows:

- 1. Recitals.** The above recitals are incorporated herein and made a part hereof.
- 2. Grant of Access.** Licensor hereby grants to Licensee, for itself, its agents, contractors and consultants, a license to enter onto the License Area for the purpose of Installing the Drainage Improvements ("**License Purpose**"), subject to the further terms and provisions hereof. Licensor represents and warrants to Licensee that it has full power and authority to grant Licensee the rights described herein.
- 3. License.** The rights granted herein to Licensee shall be deemed a license in favor of Licensee for the purposes as set forth herein. Notwithstanding anything to the contrary herein contained, this License shall automatically expire on the date upon which the Drainage Improvements are fully installed or, _____, 202____, whichever occurs sooner.
- 4. No Disruption.** Licensee agrees by acceptance hereof to undertake the License Purpose in a commercially reasonable manner customary and typical of similar projects so as not to unreasonably interfere with Licensor's use of the Property.
- 5. Restoration.** Licensee shall repair any damage resulting from the License Purpose and restore the Property to the condition it was in prior to Licensee's use of the License Area.
- 6. Maintenance.** Subsequent to the installation of the Drainage Improvements, Licensor agrees to be responsible for the maintenance of the Drainage Improvements located above the connection point to Licensee's master stormwater system
- 7. Entire Agreement.** This License contains the entire understanding between the parties and shall not be amended or modified except in a writing signed by the party to be charged.
- 8. Counterparts; Electronic Signatures.** This License may be executed in multiple counterparts, each of which shall be deemed an original and all of which collectively shall constitute one instrument. Further, Licensor and Licensee agree that this License may be executed and delivered by electronic signature and transmission.

{Remainder of page intentionally left blank. Signatures appear on following page(s)}.

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

LICENSOR:

Print Name: _____

LICENSEE:

**CYPRESS SHADOWS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Print Name: _____
Title: Chairman / Vice Chairman

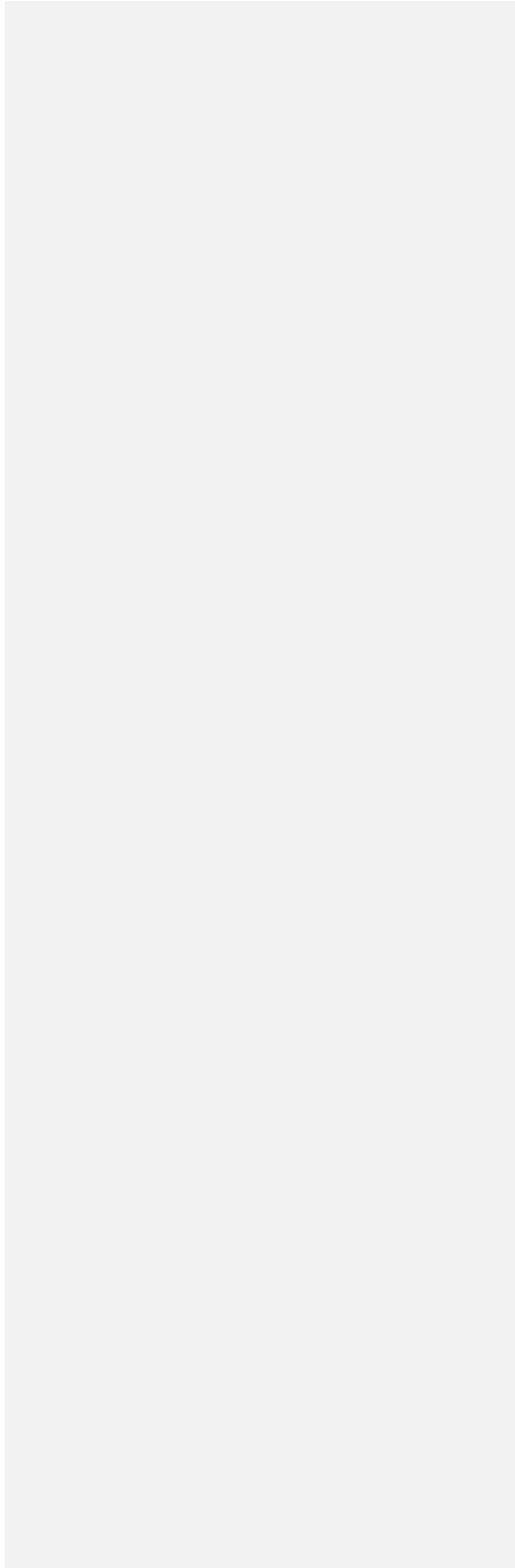


EXHIBIT "A"

Depiction of the Property and License Area

(See Attached)

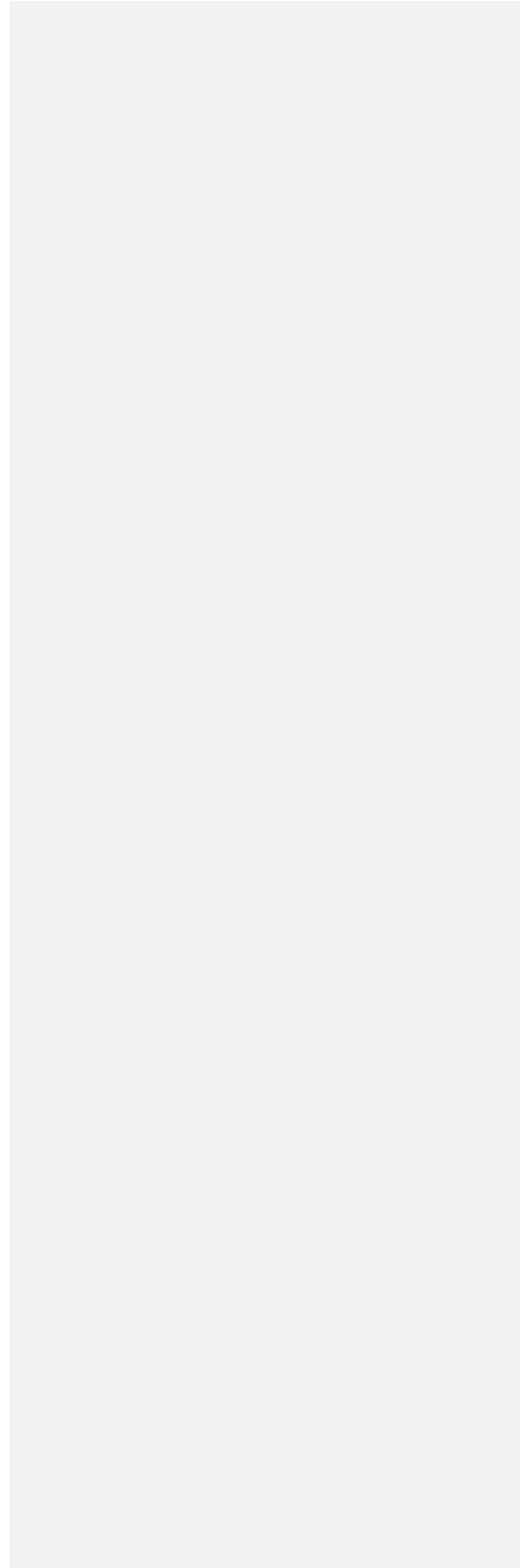
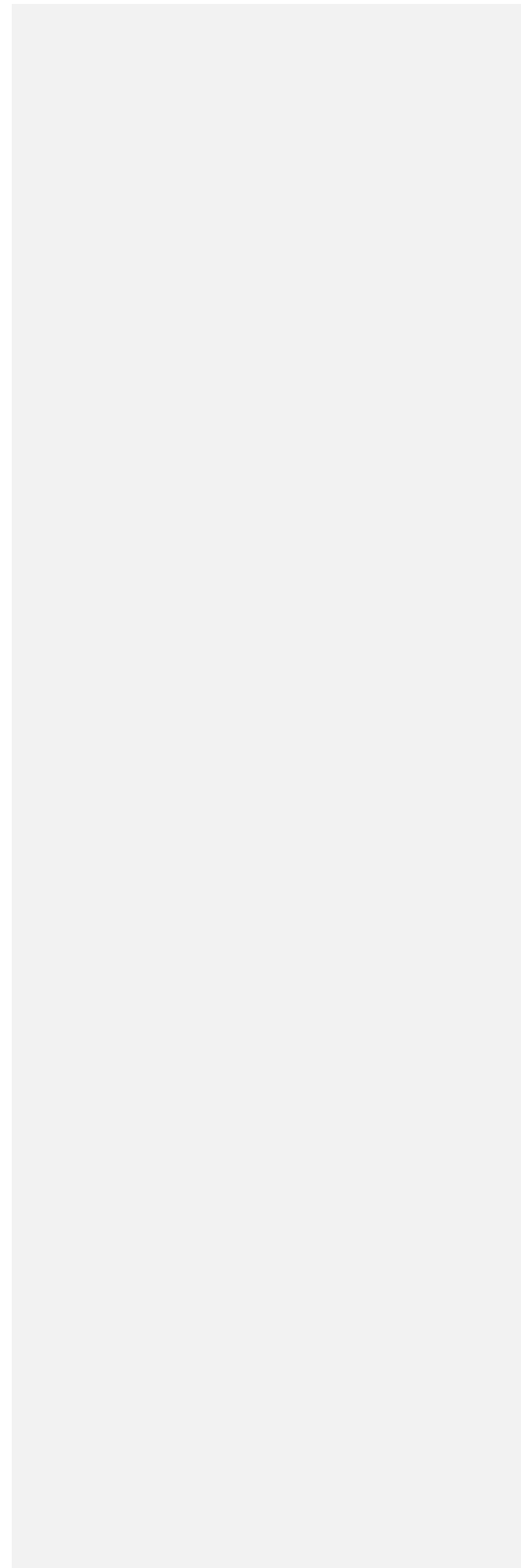


EXHIBIT "B"
Plan for Drainage Improvements
(See Attached)



DISTRICT/ASSOCIATION AGREEMENT

Commented [MM18]: This Agreement provided for review. District to discuss whether they desire to negotiate and enter into such an Agreement.

THIS DISTRICT/ASSOCIATION AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2024 by and between **CYPRESS SHADOWS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Lee County, Florida (the “**District**”) and **THE PRESERVE AT CORKSCREW MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “**Association**”). (The Association and the District are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate and maintain systems, facilities and infrastructure in conjunction with the development of the lands within its boundaries; and

WHEREAS, the District has constructed and/or acquired, certain stormwater management facilities, including stormwater lakes (or ponds) (including seawall & rip-rap shoreline protection), storm inlets, drains, pipes, water quality swales, weirs, and other water control structures, lake interconnect piping, littoral plantings and natural wetlands (collectively the “**Master Stormwater System**”); and

WHEREAS, the District is obligated to operate and maintain these assets for the purpose of satisfying South Florida Water Management District (“**SFWMD**”) permitting requirements, and satisfying obligations under the District’s bond indentures to reasonably maintain assets funded with tax-exempt bond proceeds; and

WHEREAS, runoff from normal rain events, tropical storms and hurricanes originating from impervious surfaces such as roofs, gutters, and downspouts as well as drainage from other sources such as pools and dry-wells may cause significant lake bank erosion and washouts throughout the District and may otherwise affect the proper operation of the Master Stormwater System; and

WHEREAS, the owners and residents of real property within the District play an integral part in keeping the Master Stormwater System functioning properly and the failure of all or a portion of the Master Stormwater System due to improper actions of third-parties could result in significant damage or harm to real property, personal property and/or homes within the District; and

WHEREAS, the Association is a Florida not-for-profit corporation which sets standards for improvements including, but not limited to, gutters, downspouts and drainage on properties within the District through the Association’s Architectural Review Committee; and

WHEREAS, the District seeks to coordinate with the Association to ensure that gutters, downspouts, and/or other forms of drainage on properties within the district ("**Lot Drainage Improvements**") are installed in a manner which meets all permitting requirements and also meets both District and Association standards to help prevent erosion, washouts, or other damage to the Master Stormwater System lake banks within the district; and

WHEREAS, the District and the Association desire to define their respective obligations relative to this issue; and

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

1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. DISTRICT OBLIGATIONS. The District shall identify properties within its boundary ("**Drainage Properties**") on which the installation of Lot Drainage Improvements is necessary in order to significantly limit washouts and erosion to lake banks which may affect the proper operation of the Master Stormwater System. The responsibility for payment for the materials and installation for Lot Drainage Improvements on Drainage Properties shall be as set forth in the Stormwater Management Rules and Policies adopted by the District. The District shall not be responsible for the maintenance of the Lot Drainage Improvements after installation. Specifically, as to Lot Drainage Improvements that drain directly into the Master Stormwater System through a District constructed connection point, the owner of a Drainage Property shall be responsible for the maintenance of all improvements above the connection point. The District shall additionally be responsible for ensuring that alterations to the drainage patterns for Drainage Properties caused by the installation of Lot Drainage Improvements are consistent with the approved South Florida Water Management District permit for the subject property.

3. ASSOCIATION OBLIGATIONS.

a. Development of Gutter, Downspout, and Drainage Standards. The Association shall work with the District in developing a set of standards, to be titled "Gutter, Downspout, and Drainage Standards," for Lot Drainage Improvements which meet both the aesthetic needs of the Association as well as the functional needs required by the District to significantly limit erosion and washout to lake banks which may affect the proper operation of the Master Stormwater System. The Association agrees to adopt these standards once developed and employ them through its Architectural Review Committee.

b. Facilitation of Installation of Lot Drainage Improvements on Drainage Properties. The Association shall use all due diligence and enforcement mechanisms at its disposal in order to facilitate the applicable installation of the Lot Drainage Improvements on the Drainage Properties.

c. Installation of Lot Drainage Improvements on Properties Not Identified as Necessary by the District. For any lot that has not been identified as a Drainage Property where a property owner desires to install Lot Drainage Improvements, the Association shall require such property owners to install the Lot Drainage Improvements in accordance with the standards developed by the District and the Association. The property owner shall be responsible for the installation and maintenance of improvements made in accordance with this subsection.

d. Maintenance of Lot Improvements. The Association shall use diligent efforts and enforcement mechanisms at its disposal to obligate property owners to maintain Lot Drainage Improvements installed on their property, provided however, that the District shall be responsible for the maintenance of improvements located below the connection point to the Master Stormwater System.

4. COMPENSATION. The District shall pay the Association the sum of Ten Dollars (\$10.00) per year for the provision of the services to be performed by the Association pursuant to the terms of this Agreement.

5. TERM. The term of this Agreement is for a period of twenty (20) years commencing on the Effective Date (the "Initial Term") and shall be automatically renewed for additional ten (10) year periods, unless either party provides at least ninety (90) days written notice of its intent not to renew. The District shall have the right to terminate this Agreement effective immediately at any time due to the Association's failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days written notice without a showing of cause. The Association shall have the right, after the expiration of the Initial Term to terminate this Agreement upon thirty (30) days written notice without a showing of cause provided such notice shall be provided prior to May 1 of any calendar year after the expiration of the Initial Term.

6. PRE-SUIT MEDIATION; RECOVERY OF COSTS AND FEES. Prior to filing any action to enforce this Agreement, the Parties shall mediate the dispute with a Florida licensed mediator unless the Parties agree to waive mediation. Each Party shall be responsible for half of the mediator's fee. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature 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 the Doctrine of Sovereign Immunity or by operation of law.

8. ASSIGNMENT. Neither the District nor the Association may assign this Agreement without the prior written approval of the other.

9. 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.

10. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Association relating to the subject matter of this Agreement.

11. 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 the District and the Association.

12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

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

If to District: Cypress Shadows Community Development District
 Attn: District Manager
 210 N. University Drive, Suite 702
 Coral Springs, FL 33071

With copy to: Coleman, Yovanovich & Koester, P.A.
 Attn: Gregory L. Urbancic, Esq.
 4001 Tamiami Trail North, Suite 300
 Naples, FL 34103

If to Association: The Preserve at Corkscrew Master Association, Inc.
 Attn: General Manager
 27180 Bay Landing Drive, Suite 4
 Bonita Springs, FL 34135

With copy to: Goede, DeBoest & Cross, PLLC
 Attn: Richard D. DeBoest, Esq.
 6609 Willow Park Drive, Second Floor
 Naples, FL 34109

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 Association may deliver Notice on behalf of the District and the Association. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

14. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association 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 District and the Association 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 District and the Association and their respective representatives, successors, and assigns.

15. CONTROLLING LAW; 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. Sole and exclusive venue for any litigation shall be a court of competent jurisdiction in Lee County, Florida.

16. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

17. 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.

18. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association 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.

19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement. The delivery of counterpart signatures by e-mail or facsimile transmission shall have the same force and effect as the delivery of a signed hard copy.

{Remainder of page intentionally left blank. Signatures appear on following page(s).}

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

ATTEST:

CYPRESS SHADOWS COMMUNITY DEVELOPMENT DISTRICT

Secretary

By: _____

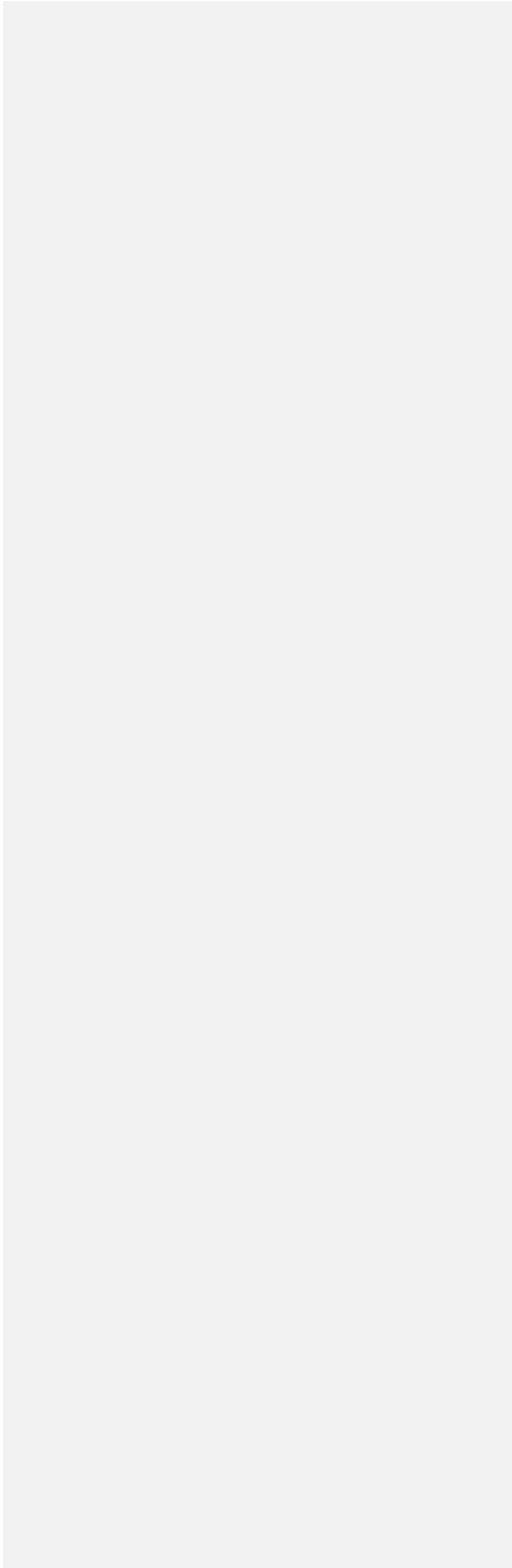
Chairman

THE PRESERVE AT CORKSCREW MASTER ASSOCIATION, INC.

By: _____

Print Name: _____

Title: _____



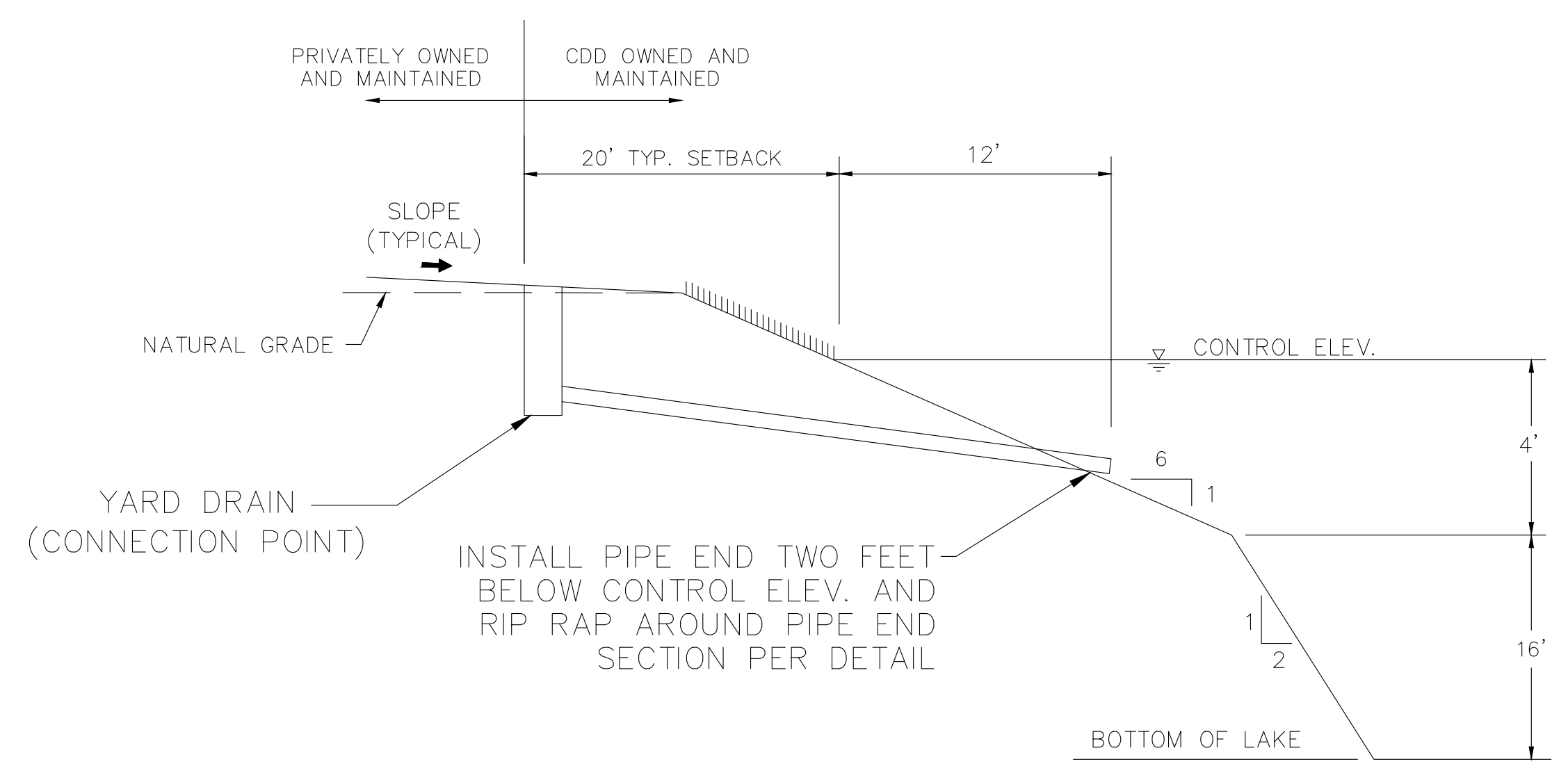
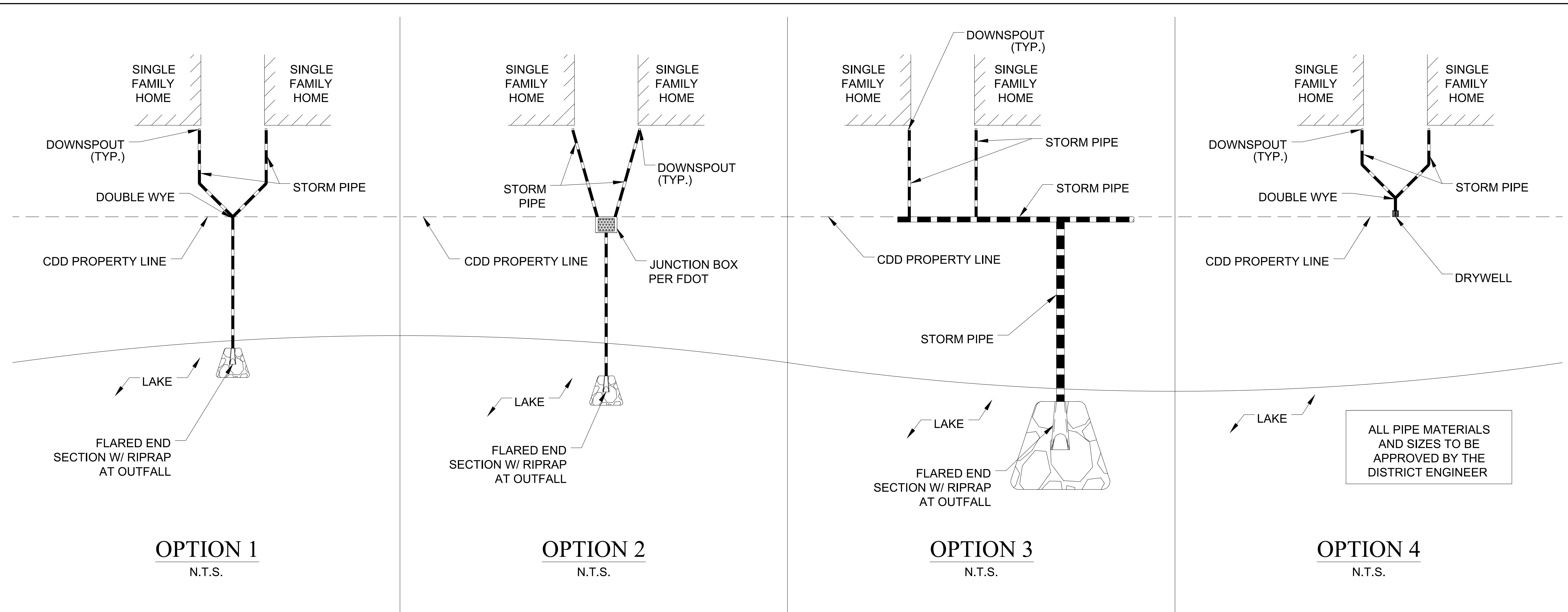
NO.	DATE	DESCRIPTION

DATE: APRIL 2024
PROJECT NO. 20203218-000
FILE NO. 20-46-26
SCALE: AS SHOWN

ROOF DRAIN CONNECTION EXHIBIT

EXHIBIT

A



LAKE TYPICAL SECTION
N.T.S.

For Review
04/23/2024 3:44:27 PM

5Bi



April 24, 2024

Cypress Shadows CDD
c/o Inframark Infrastructure Management Services
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607

**Re: Work Authorization No. 5
Asphalt Repairs - 2024**

Dear Chairperson, Board of Supervisors:

Johnson Engineering, Inc., is pleased to submit this work authorization to provide engineering services for the Cypress Shadows Community Development District (OWNER). We will provide these services pursuant to our current agreement dated September 1, 2020 (“Engineering Agreement”) as follows:

Scope of Services

OWNER hereby engages the services of Johnson Engineering, Inc., as CONSULTANT to perform the work described in Exhibit A – General Engineering Services.

Fees

Cypress Shadows Community Development District will compensate Johnson Engineering, Inc. in accordance with the terms of the Engineering Agreement, in the amounts shown below for such services.

TASK	ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
1	Finalize Design Plans	\$5,700	LS
2	Solicitation Package Update	\$1,320	LS
3	Village of Estero Permitting	\$3,065	LS
4	Post Design Services	\$4,400	LS
5	CEI Services	\$35,200	T&M

All other terms of the Engineering Agreement apply to this work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Thank you for the opportunity to be of service.

Sincerely,
JOHNSON ENGINEERING, INC.

Jordan L. Varble, P.E.

Exhibit A

Work Authorization No. 4 - Exhibit A, consisting of TWO (2) pages as referred to in Article 3 of the original Professional Services Agreement between OWNER and CONSULTANT for professional services dated September 1, 2020.

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:

OWNER _____

CONSULTANT _____

SCOPE OF SERVICES

PROFESSIONAL SERVICES OF THE CONSULTANT:

Background

Roadways within the community are owned and maintained by OWNER. Last paved in the 2013 to 2014 timeframe, sections of Cypress Shadows Boulevard are in need of repairs. OWNER requests professional services from CONSULTANT to assist with the preparation of design plans, bid package, solicitation and review of bids, and construction engineering inspection (CEI) services for asphalt repairs to streets. The limits of this scope include Cypress Shadows Boulevard from the community's entrance at Three Oaks Parkway to the second intersection with Black Tree Lane, a distance of approximately 0.7 miles.

Task 1: Finalize Design Plans

To finalize the draft construction plans provided to OWNER previously, CONSULTANT shall conduct a site visit to visually assess and document the existing concrete curbing and gutter as well as assess the existing pavement markings. CONSULTANT shall prepare final construction plans at 1" = 40 feet scale of the asphalt repairs which also contains the locations of the deficient concrete curb/gutter needing replacement. The plans will also include pavement marking details and a milling and paving detail showing the approximate depth of milling and subsequent pavement resurfacing. CONSULTANT shall provide a digitally signed PDF copy of the construction plan set as a final project deliverable.

Task 2: Solicitation Package Update

Following receipt of review comments from OWNER's legal representative, CONSULTANT shall update the project's bid and specifications package to obtain bids from qualified contractors. This package will aid OWNER during the solicitation process. OWNER will provide any documentation necessary to aid CONSULTANT in drafting said bid and specifications package.

Task 3: Village of Estero Permitting

CONSULTANT will prepare and submit, on behalf of OWNER, a permit application package to obtain a limited review development order (LDO) from the Village of Estero. OWNER understands that permitting is a regulatory function and, as such, CONSULTANT cannot guarantee permit issuance. OWNER is responsible for all permit application and review fees due

WA 5 – Asphalt Repairs (2024)
 April 24, 2024

to the Village of Estero. If the Village of Estero, or any other regulatory agency/authority, requires efforts and services outside the scope of this agreement, it may require additional compensation for the CONSULTANT to perform necessary services.

Task 4: Post Design Services

CONSULTANT shall assist OWNER in preparation of a bid package to be sent to prospective contractors for the purposes of soliciting construction bids. CONSULTANT shall:

- Prepare a bid sheet and assist OWNER in preparation of a bid package to be sent to prospective contractors for the purposes of soliciting construction bids.
- Assist OWNER in responding to questions prior to the bid opening and in evaluating bids received.
- Provide clarifications and interpretations as to the intent of the plans and specifications along with responding to Requests for Information (RFIs) as necessary during construction.

Task 5: Construction Engineering Inspection (CEI) Services

CONSULTANT will provide CEI services during construction as outlined in the enclosed Exhibit B. CONSULTANT shall provide qualified construction inspection staff to observe the progress of the work to determine if it is in substantial conformance with the terms of the Contractor’s contract documents. Inspections are not intended to be exhaustive or extend to every aspect of the work. CONSULTANT shall provide verification inspection efforts as needed to verify the depth of milling and thickness of the proposed resurfacing effort. CONSULTANT shall monitor the progress as necessary to verify quantities requested for payment in the Contractor’s pay request(s).

APPROVED AND ACCEPTED
 CYPRESS SHADOWS CDD

By: _____
 Authorized Representative

Date: _____

Seventh Order of Business

7A



ESTIMATE	#204
TOTAL	\$2,100.00

Naples Handyman Donny Bender

The Preserve at cypress shadows
33928

☎ (239) 785-0675
✉ Justin.faircloth@inframark.com

CONTACT US

10101 Villagio Palms Way, 201
Estero, FL 33928

☎ (239) 285-4269
✉ donb370@gmail.com

ESTIMATE

Services	qty	unit price	amount
Guard house Repair	1.0	\$2,100.00	\$2,100.00
Provide material and labor to remove existing a.c unit. Discard unit. Provide material and labor to install matching pressure treated plywood at opening. Provide material and labor to install paper backed aluminum mesh to exterior of new plywood. Provide material and labor to match existing stucco at exterior. Provide material and labor to match existing paint. Clean Up / Haul away all debris,			

Services subtotal: \$2,100.00

Total \$2,100.00

Ninth Order of Business

9A

Notice of Meetings
Cypress Shadows Community Development District

The Board of Supervisors of the Cypress Shadows Community Development District will hold their meetings for Fiscal Year 2025 at 3:00 p.m. at the Preserve at Corkscrew Clubhouse 20021 Cypress Shadows Boulevard Estero, Florida 33928 on the first Thursday of each month as follows:

October 3, 2024
November 7, 2024
December 5, 2024
January 2, 2025
February 6, 2025
March 6, 2025
April 3, 2025
May 1, 2025 (Approved Tentative Budget)
June 5, 2025
July 3, 2025
August 7, 2025 (Budget Public Hearing)
September 4, 2025

If the Board desires to hold meetings in addition to, or in lieu of, the foregoing, the District will separately publish notice of each meeting to include the date, time and location of said meetings.

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time and location to be specified on the record at the meetings without further publication of notice.

There may be occasions when one or more Supervisors will participate via telephone. Any interested person can attend the meeting at the above location and be fully informed of the discussions taking place. Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Management Company, Inframark at (954) 603-0033 at least two (2) calendar days prior to the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, or 800-955-8771 (TTY)/ 800-955-8770 (Voice), for aid in contacting the District Management Company at least two (2) days prior to the date of the meetings.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and accordingly, the person may need to ensure a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Justin Faircloth, District Manager

9B

Memorandum of Understanding

Between

Inframark Community Management (“Inframark”)

and

Cypress Shadows Community Development District (“District”)

This Memorandum of Understanding (“MOU”) sets forth the terms and understanding between Inframark and the District related to payroll processing for Supervisors as well as District employees.

Background and Purpose

Inframark is implementing the use of automated data processing through ADP for payroll processing. ADP is a proven industry leader in providing payroll, human resources, and tax solutions for over 75 years. ADP is also an industry leader in data security and business protection.

Benefits

ADP offers benefits for Inframark staff as well as District users.

- ADP allows payroll processing that is seamless, including direct deposit, physical checks, and W-2 statements; and it is fully integrated in Inframark’s accounting software.
- Users have access to a self-service portal, available online or in a mobile app, giving access to information and records.

Effective Date

Inframark is rolling out ADP for all payroll beginning April 1, 2024. The District currently pays approximately \$57 for payroll-related fees. For the remainder of Fiscal Year 2024, Inframark will absorb the incremental costs associated with ADP. Beginning Fiscal Year 2025 on October 1, 2024, the cost to the District will be approximately \$181 per year, which can be included in the Inframark management fee, or can be an additional line item in the budget.

Thank you,



District Manager

9C

Memorandum of Understanding

Between

Inframark Community Management (“Inframark”)

and

Cypress Shadows Community Development District (“District”)

This Memorandum of Understanding (“MOU”) sets forth the terms and understanding between Inframark and the District related to accounts payable software.

Background and Purpose

Inframark is updating the accounting software, including a more robust accounts payable system, Avid Strongroom (“Strongroom”), which will replace the current Avid system.

Benefits

Strongroom offers benefits for Inframark staff as well as District users.

- Strongroom automates the invoicing process, allows users to approve invoices online, streamlines the approval process, reduces the need for manual entry of invoices which thereby reduces the risk of errors, is scalable for growth, and reduces fraud risk.
- Strongroom allows users to monitor invoice statuses, same as before with Avid.

Effective Date

Inframark has already rolled out use of Strongroom. All emails sent to the previous email address will be forwarded to the new one, InframarkCMS@payableslockbox.com, so as to provide a seamless transition.

Contact Information for Supervisor/staff training on the new system:

Paula.Davis@inframark.com

New email to start giving vendors to send invoices to:

New email: InframarkCMS@payableslockbox.com

Thank you,



District Manager

TENTH ORDER OF BUSINESS

10A

CYPRESS SHADOWS CDD MONTHLY INSPECTION 4/24/24, 12:23 PM

Wednesday, April 24, 2024

35 Issues Identified



ISSUE 1

Assigned To La Jungla

Lake 1-Weeds around lake littoral shelf should be cut or sprayed out.



ISSUE 2

Heavy staining on the pavers at the gatehouse. Pressure washing and sealing of the pavers is recommended.



ISSUE 3

Minor damage to drywall observed at the gatehouse sliding glass door lock.



ISSUE 4

Lake 2-Fountain has been repaired.



ISSUE 5

Lake 2-Aeration system reviewed and appeared to be working properly.



ISSUE 6

Assigned To CES

Lake 2-Torpedo grass growing amongst the littorals should be sprayed out so it does not begin to be established.



ISSUE 7

Assigned To CES

Lake 2-Fountain cable left behind and should be removed.



ISSUE 8

Assigned To CES

Lake 2-Weeds in rocks should likely be sprayed out.



ISSUE 9

Lake 2-Willow observed on northwest corner of lake. Board may wish to leave or possibly remove if allowed by permit so that additional Willows do not grow up and begin to overtake the area.



ISSUE 10

FPL transformer leaning and has rusted openings that could be a possible safety concern. This issue will be reported to FPL.



ISSUE 11

Assigned To CES

Lake 5-Minor trash observed in lake. Review of littoral maintenance will be discussed with vendors.



ISSUE 12

Assigned To CES

Lake 6-Concerns with weed growth will be discussed with CES.



ISSUE 13

13470 Brown Bear Run-Received complaint about transition from pavers to sidewalk. The resident believes the sidewalk is sinking.



ISSUE 14

Lake 7-Valley erosion apparent in the northeast corner.



ISSUE 15

Lake 7-Board should consider how they wish to handle palm growth around the lakes with future maintenance in mind as the palms grow and will need attention.



ISSUE 16

20150 Eagle Stone Dr.-Pool overflow on Lake 7 south corner placed on CDD property draining into lake should be removed.



ISSUE 17

20158 Eagle Stone Dr.- Drain erosion south of lake 7 should be watched.



ISSUE 18

Lake 7 -Valley erosion observed on the southeast corner washing our previous rip rap repair. Proper drain line and use of filter fabrics recommended for future repairs.



ISSUE 19

Lake 7-More drains observed on the lake bank.



ISSUE 20

Lake7-Drain discharging right to lake bank.



ISSUE 21

20130 Eagle Stone Dr. -Pool overflow discharging into drain on the lake bank. The drain should be removed.



ISSUE 22

21022 Eagle Stone Dr.- Pool overflow piped into the lake. The pipe should be disconnected.



ISSUE 23

Culvert under Cypress Shadows Blvd. was clear with no blockages.



ISSUE 24

Assigned To La Jungla

13501 Tripoli Crt.-Edging around drain is needed to keep grass from growing over structure.



ISSUE 25

New locks placed on drainage structures.



ISSUE 26

Lock was found open on one structure. Lock was replaced making structure secure.



ISSUE 27

Assigned To CES

Lake 11-Review of littoral maintenance will be discussed with vendors.



ISSUE 28

20438 Black Tree Ln.-Resident stated that La Jungla connected the pool overflow drain to discharge in the lake to protect the grass. Drain line should be removed.



ISSUE 29

20430 Black Tree Ln. - Pool overflow draining to lake. Drain line should be removed.



ISSUE 30

20418 Black Tree Ln.-Drainage should be reviewed to make sure the pool overflow is not connected to the lake. If not the Board may wish to connect the drain to the lake.



ISSUE 31

Cul De Sac of Black Tree Ln.-East bank of lake 15 paint was chipping on bottom of road signage.



ISSUE 32

Assigned To La Jungla

Fencing should be sprayed out and vegetation trimmed back from fence.



ISSUE 33

Fencing needs to be reattached in various areas along preserve CA-5.



ISSUE 34

Assigned To La Jungla

Weeds amongst cord grass along southern boundary of preserve CA-3.



ISSUE 35

Weeds on sidewalk should be sprayed out along Cypress Shadows Blvd.

10B

**MINUTES OF MEETING
CYPRESS SHADOWS
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Cypress Shadows Community Development District was held Thursday, April 4, 2024 at 3:00 p.m. at The Preserve at Corkscrew Clubhouse, located at 20021 Cypress Shadows, Boulevard, Estero, Florida 33928.

Present and constituting a quorum were:

Don Lozzi	Chairperson
Craig Schneider	Vice Chairperson
Nicholas Liberto	Assistant Secretary
Tony Provinzino	Assistant Secretary (<i>Via Phone</i>)
Timothy McElmury	Assistant Secretary

Also present were:

Justin Faircloth	District Manager
Gregory Urbancic	District Counsel
Jordan Varble	District Engineer
Mark Vega	Regional Manager, Inframark
Various Residents	

Following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Faircloth called the meeting to order and called the roll. A quorum was established.

On MOTION by Mr. McElmury, seconded by Mr. Schneider, with all in favor, Mr. Provinzino was authorized to attend the meeting and vote via phone. (4-0)

SECOND ORDER OF BUSINESS

Approval of Agenda

The following amendment was requested.

- Item, 4, *Reserve Study Update*, should be addressed under *Old Business*.

42 There being no further amendments,

43

44

On MOTION by Mr. Lozzi, seconded by Mr. McElmury, with all in favor, the agenda for the meeting was approved as amended. (5-0)

45

46

47

48 **THIRD ORDER OF BUSINESS**

Public Comments on Agenda Items

49 Residents commented on the following items:

- 50 • Use of the Clubhouse for CDD Meetings.
- 51 • The Fiscal Year 2025 Budget.
- 52 • The Financial Reports.
- 53 • Responses to public records’ requests.
- 54 • The contract with Allied Universal.
- 55 • Recommendation that the District appoint a new Treasurer.
- 56 • Residents thanked Inframark staff for the services provided.

57 The Attorney’s Report followed, due to time limitations.

58

59 **SIXTH ORDER OF BUSINESS**

Attorney’s Report

60 **A. Amendment to the Termination Agreement Update**

- 61 • The Board decided to table discussion on this item since no response was received
- 62 from the HOA other than a communication stating a response would be
- 63 forthcoming.
- 64 • Mr. Faircloth noted the CDD could not continue to operate as it is presently, and a
- 65 position needs to be taken on this issue in the near future.
- 66 • Mr. Faircloth noted it would be helpful for the parties to work together, but that this
- 67 issue cannot be left open-ended.
- 68 • Mr. Kleavar, President of the HOA noted a response was received from their
- 69 attorney just before the meeting, but needs to be reviewed by the HOA Board.

70 **B. Draft Stormwater Guidelines Discussion**

- 71 • The Board discussed the draft documents, and requested Mr. Varble draft exhibits
- 72 for the draft stormwater guidelines.

73

74 **FOURTH ORDER OF BUSINESS**

CES Updates

75 **A. March Pond Report**

- 76 • The March Pond Report was presented for review by the Board.

- 77 • Mr. McElmury noted he received a request for the aeration floats to be painted
- 78 black.
- 79 • Mr. Liberto asked questions regarding the Lake 5 Aeration Project. Mr. Lozzi noted
- 80 it had been completed.
- 81 • Mr. McElmury requested staff obtain a percentage of the amount of aeration
- 82 completed throughout the District lakes.

B. March Conservation Report

- 83 • The March Conservation Report was presented for review by the Board.

C. Pond 7 Aeration Proposal

85
86

87

88 On MOTION by Mr. Lozzi, seconded by Mr. Schneider, with all in
 89 favor, aeration installation on Lake 7 was approved as presented,
 90 with funds to be withdrawn from Field – Misc – Contingency. (5-0)

91

FIFTH ORDER OF BUSINESS

Engineer’s Report

A. District Map Update

- 93 • Mr. Faircloth inquired whether there remained questions regarding the District
- 94 map.
- 95
- 96 • Discussion ensued regarding a homeowner inquiring whether or not a tree was on
- 97 their property. It was noted the homeowner should prove that such trees are not on
- 98 their property.
- 99 • Mr. Faircloth was asked about how to handle such situations, and he noted they do
- 100 not occur often, and normally can be solved by using maps and aerial photos,
- 101 however, when an item is close, a survey may be needed.

B. Roadway Repair Update

- 102 • Mr. Faircloth noted that comments had not been received yet from Mr. Urbancic
- 103 regarding an RFP, but should be forthcoming.
- 104

SEVENTH ORDER OF BUSINESS

Old Business

A. Gatehouse Wall Repair Proposals

- 105 • Mr. Whitlock explained that the approved vendor was unable to meet the insurance
- 106 requirements as outlined in the Standard Addendum, as developed by District
- 107 Counsel to protect the CDD.
- 108
- 109

110 • Mr. Faircloth read the insurance requirements as outlined in the Addendum. Mr.
 111 Whitlock read the insurance limits of the vendor and their response to the
 112 Addendum.

113 **B. Reserve Study Update**

114 • The Board requested staff obtain additional proposals.

115

116 **EIGHTH ORDER OF BUSINESS**

Chairperson’s Comments

117 Hearing no comments from the Chairperson, the next order of business followed.

118

119 **NINTH ORDER OF BUSINESS**

New Business

120 **A. Gatehouse Operations Discussion**

121 • The Board discussed whether the gatehouse operations could be transferred to the
 122 HOA. The Board requested staff obtain an opinion from Mr. Urbancic, and if
 123 favorable, contact the HOA to determine whether they are willing to take on the
 124 operations contract for gatehouse staff.

125 **B. FY 2025 Budget Discussion**

126 • A draft Fiscal Year 2025 Budget was presented for review by the Board. The Board
 127 requested Mr. Faircloth send the Bond Indenture to the Board.

128 **C. Process for Solicitation of Bids for Management Services**

129

130

131 On MOTION by Mr. McElmury, seconded by Mr. Schneider, with
 132 all in favor, District Counsel was authorized to develop an RFP for
 133 management services, and to obtain a proposal from Inframark and
 134 two other vendors. (5-0)

135

136 **D. Process for Solicitation of Bids for Gate Attendants**

137 • This item was tabled pending a response from Mr. Urbancic and the HOA.

138 **E. Lake Signage Discussion**

139 • Mr. Faircloth read the response received from District Counsel regarding this issue.
 140 The Board requested staff follow up with the HOA, and have existing signs made
 141 for the CDD to be installed where requested.

142 **F. Invoicing – La Jungla Credit**

143 • Mr. Faircloth and Mr. Whitlock noted there was not a La Jungla credit pending, as
 144 the invoice which was requested to be voided was voided, and was not paid.

145

April 4, 2024 Meeting

- 146 **G. Hoover Pumping Proposal SPN101327**
- 147 • Mr. Faircloth noted that the Chair already authorized the proposal under the
- 148 Spending Resolution.

149

150 **TENTH ORDER OF BUSINESS** **Manager’s Report**

- 151 **A. Field Manager’s Report**
- 152 **B. Approval of the Minutes of the March 7, 2024 Meeting**
- 153 **C. Acceptance of February 29, 2024 Financial Report**
- 154 These items were not addressed.

- 155 **D. Follow Up Items**
- 156 **i. Methodology Proposal Update**
- 157

158

159 On MOTION by Mr. McElmury, seconded by Mr. Liberto, with all

160 in favor, Real Estate Econometrics was authorized to complete a

161 review of the District’s current Methodology in a not to exceed

162 amount. (5-0)

- 163
- 164 **ii. Allied Universal 1-5 Year Budget Planning**
- 165 **iii. Hoover Pumping Service Report**

166 The items above were not addressed.

167

168 **ELEVENTH ORDER OF BUSINESS** **Supervisors’ Requests or Comments**

- 169 **A. Supervisor Schneider**
- 170 **B. Supervisor Liberto**
- 171 **C. Supervisor McElmury**
- 172 **D. Supervisor Provinzino**
- 173 Hearing no requests or comments from Supervisors, the next order of business followed.

174 **TWELFTH ORDER OF BUSINESS** **Audience Comments**

175 Hearing no comments from the audience, the next order of business followed.

176
177

178 **THIRTEENTH ORDER OF BUSINESS** **Continuation**

179 There being no further business,

180

181

182

183

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185

On MOTION by Mr. McElmury, seconded by Mr. Schneider, with all in favor, this meeting was recessed, and will reconvene on Thursday, April 25, 2024 at 3:00 p.m. at The Preserve at Corkscrew Clubhouse, located at 20021 Cypress Shadows Boulevard, Estero, Florida 33928. (5-0)

186

187

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192

193

Don Lozzi
Chairperson

10C

7 nalfYgg'G\ UXck g'
Community Development District

Financial Report

March 31, 2024

Prepared by:



7ndfYgg'G\ UXck g'
 Community Development District

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CYPRESS SHADOWS COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of March 31, 2024

(In Whole Numbers)

<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND</u>	<u>SERIES 2012 DEBT SERVICE FUND</u>	<u>SERIES 2022 DEBT SERVICE FUND</u>	<u>TOTAL</u>
<u>ASSETS</u>				
Cash In Bank	\$ 1,134,623	\$ -	\$ -	\$ 1,134,623
Accounts Receivable	875	-	-	875
Due From Other Funds	-	5,270	2,109	7,379
Investments:				
Reserve Fund	-	158,040	8,785	166,825
Revenue Fund	-	316,854	92,864	409,718
TOTAL ASSETS	\$ 1,135,498	\$ 480,164	\$ 103,758	\$ 1,719,420
<u>LIABILITIES</u>				
Accounts Payable	\$ 29,595	\$ -	\$ -	\$ 29,595
Accrued Expenses	17,801	-	-	17,801
Due To Other Funds	7,505	-	-	7,505
TOTAL LIABILITIES	54,901	-	-	54,901

CYPRESS SHADOWS COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of March 31, 2024

(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2012 DEBT SERVICE FUND	SERIES 2022 DEBT SERVICE FUND	TOTAL
<u>FUND BALANCES</u>				
Restricted for:				
Debt Service	-	480,164	103,758	583,922
Assigned to:				
Reserves - Capital Projects	528,400	-	-	528,400
Unassigned:	552,197	-	-	552,197
TOTAL FUND BALANCES	1,080,597	480,164	103,758	1,664,519
TOTAL LIABILITIES & FUND BALANCES	\$ 1,135,498	\$ 480,164	\$ 103,758	\$ 1,719,420

CYPRESS SHADOWS COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2024
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 27,803	\$ 27,803	0.00%
Special Assmnts- Tax Collector	803,680	773,782	(29,898)	96.28%
Special Assmnts- Discounts	(32,146)	(29,769)	2,377	92.61%
HOA Contributions	206,463	206,464	1	100.00%
TOTAL REVENUES	977,997	978,280	283	100.03%
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	2,400	800	1,600	33.33%
ProfServ-Engineering	15,000	13,414	1,586	89.43%
ProfServ-Legal Services	15,000	18,375	(3,375)	122.50%
ProfServ-Mgmt Consulting	50,000	19,667	30,333	39.33%
ProfServ-Property Appraiser	441	451	(10)	102.27%
ProfServ-Trustee Fees	7,500	10,219	(2,719)	136.25%
Auditing Services	6,100	-	6,100	0.00%
Website Compliance	1,500	2,525	(1,025)	168.33%
Postage, Phone, Faxes, Copies	500	37	463	7.40%
Public Officials Insurance	3,100	3,700	(600)	119.35%
Legal Advertising	750	371	379	49.47%
Misc-Assessment Collection Cost	16,074	-	16,074	0.00%
Bank Fees	100	-	100	0.00%
Misc-Contingency	334	-	334	0.00%
Website Administration	1,500	762	738	50.80%
Annual District Filing Fee	175	175	-	100.00%
Total Administration	120,474	70,496	49,978	58.52%
<u>Utility Services</u>				
Utility - Electric	120,000	52,806	67,194	44.01%
Utility - Reclaimed Irrigation	22,000	677	21,323	3.08%
Total Utility Services	142,000	53,483	88,517	37.66%

CYPRESS SHADOWS COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2024
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>Field</u>				
ProfServ-Field Management	20,000	3,333	16,667	16.67%
Contracts-Preserve Maintenance	75,000	28,853	46,147	38.47%
Contracts - Landscape	115,000	29,917	85,083	26.01%
Insurance -Property & Casualty	15,000	18,672	(3,672)	124.48%
R&M-Irrigation	30,000	22,528	7,472	75.09%
Street Sweeping Services	1,800	-	1,800	0.00%
Contracts-Preserve Monitoring & Well Replacments	9,600	11,550	(1,950)	120.31%
Contracts-Pump & Well Maintenance	2,590	-	2,590	0.00%
Pump & Well Maintenance	6,010	-	6,010	0.00%
Landscape Miscellaneous	25,000	9,245	15,755	36.98%
Misc-Contingency	30,000	188	29,812	0.63%
Total Field	330,000	124,286	205,714	37.66%
<u>Gatehouse</u>				
Contracts-Security Services	220,000	102,458	117,542	46.57%
Telephone/Fax/Internet Services	1,000	-	1,000	0.00%
Utility - Water	3,000	36	2,964	1.20%
R&M-Gate	7,000	2,557	4,443	36.53%
Total Gatehouse	231,000	105,051	125,949	45.48%
<u>Lakes and Ponds</u>				
Contracts-Water Mgmt Services	42,360	20,670	21,690	48.80%
R&M-Aquascaping	5,000	1,125	3,875	22.50%
R&M-Aeration & Fountains	12,000	6,575	5,425	54.79%
Impr - Lake Bank Restoration	24,640	-	24,640	0.00%
Total Lakes and Ponds	84,000	28,370	55,630	33.77%
<u>Capital Expenditures & Projects</u>				
Capital Outlay Aeration	20,000	7,010	12,990	35.05%
Total Capital Expenditures & Projects	20,000	7,010	12,990	35.05%
<u>Reserves</u>				
Reserve	50,523	16,346	34,177	32.35%
Total Reserves	50,523	16,346	34,177	32.35%
TOTAL EXPENDITURES & RESERVES	977,997	405,042	572,955	41.42%
Excess (deficiency) of revenues				
Over (under) expenditures	-	573,238	573,238	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		507,359		
FUND BALANCE, ENDING		\$ 1,080,597		

CYPRESS SHADOWS COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
 For the Period Ending March 31, 2024
 Series 2012 Debt Service Fund (201)
 (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 8,414	\$ 8,414	0.00%
Special Assmnts- Tax Collector	220,320	211,998	(8,322)	96.22%
Special Assmnts- Discounts	(8,813)	(8,156)	657	92.55%
TOTAL REVENUES	211,507	212,256	749	100.35%
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	4,406	-	4,406	0.00%
Total Administration	4,406	-	4,406	0.00%
<u>Debt Service</u>				
Principal Debt Retirement	60,000	60,000	-	100.00%
Interest Expense	145,956	73,859	72,097	50.60%
Total Debt Service	205,956	133,859	72,097	64.99%
TOTAL EXPENDITURES	210,362	133,859	76,503	63.63%
Excess (deficiency) of revenues Over (under) expenditures	1,145	78,397	77,252	6846.90%
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	1,145	-	(1,145)	0.00%
TOTAL FINANCING SOURCES (USES)	1,145	-	(1,145)	0.00%
Net change in fund balance	<u>\$ 1,145</u>	<u>\$ 78,397</u>	<u>\$ 74,962</u>	<u>6846.90%</u>
FUND BALANCE, BEGINNING (OCT 1, 2023)		401,767		
FUND BALANCE, ENDING		<u>\$ 480,164</u>		

CYPRESS SHADOWS COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2024
Series 2022 Debt Service Fund (202)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 1,126	\$ 1,126	0.00%
Special Assmnts- Tax Collector	93,457	89,928	(3,529)	96.22%
Special Assmnts- Discounts	(3,738)	(3,460)	278	92.56%
TOTAL REVENUES	89,719	87,594	(2,125)	97.63%
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	1,869	-	1,869	0.00%
Total Administration	1,869	-	1,869	0.00%
<u>Debt Service</u>				
Principal Debt Retirement	29,000	29,000	-	100.00%
Interest Expense	51,140	25,860	25,280	50.57%
Total Debt Service	80,140	54,860	25,280	68.46%
TOTAL EXPENDITURES	82,009	54,860	27,149	66.90%
Excess (deficiency) of revenues Over (under) expenditures	7,710	32,734	25,024	424.57%
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	7,710	-	(7,710)	0.00%
TOTAL FINANCING SOURCES (USES)	7,710	-	(7,710)	0.00%
Net change in fund balance	<u>\$ 7,710</u>	<u>\$ 32,734</u>	<u>\$ 9,604</u>	<u>424.57%</u>
FUND BALANCE, BEGINNING (OCT 1, 2023)		71,024		
FUND BALANCE, ENDING		<u>\$ 103,758</u>		

Bank Account Statement

Cypress Shadows CDD

Bank Account Statement: Bank Account No.: 7844, Statement No.: 24-03

Currency Code

Statement Date	03/31/24	Statement Balance	1,195,086.57
Balance Last Statement	1,199,099.57	Outstanding Bank Transactions	0.00
Statement Ending Balance	1,195,086.57	Subtotal	1,195,086.57
		Outstanding Checks	-66,764.46
G/L Balance at 03/31/24	1,134,622.64	Bank Account Balance	1,128,322.11

Transaction Date	Type	Document No.	Description	Value Date	Applied Entries	Applied Amount	Statement Amount
Statement No. 24-03							
02/28/24	Bank Account Ledger Entry	10084	Check for Vendor V00043		1	-3,930.00	-3,930.00
02/28/24	Bank Account Ledger Entry	10085	Check for Vendor V00024		1	-6,978.09	-6,978.09
02/28/24	Bank Account Ledger Entry	10086	Check for Vendor V00054		1	-227.44	-227.44
02/28/24	Bank Account Ledger Entry	10087	Check for Vendor V00057		1	-41.27	-41.27
02/28/24	Bank Account Ledger Entry	10088	Check for Vendor V00055		1	-290.00	-290.00
02/28/24	Bank Account Ledger Entry	10089	Check for Vendor V00045		1	-9,458.10	-9,458.10
03/05/24	Bank Account Ledger Entry	10090	Check for Vendor V00007		1	-1,924.75	-1,924.75
03/05/24	Bank Account Ledger Entry	10091	Check for Vendor V00038		1	-200.00	-200.00
03/05/24	Bank Account Ledger Entry	10092	Check for Vendor V00034		1	-5,963.38	-5,963.38
03/26/24	Bank Account Ledger Entry	JE000520	CK#1013### - Refund Received Wire		1	5,878.87	5,878.87
03/11/24	Bank Account Ledger Entry	JE000521	Tax Revenue / Debt Service		1	22,447.59	22,447.59
03/12/24	Bank Account Ledger Entry	DD177	Payment of Invoice 000953		1	-45.64	-45.64
03/12/24	Bank Account Ledger Entry	DD178	Payment of Invoice 000954		1	-27.44	-27.44
03/12/24	Bank Account Ledger Entry	DD179	Payment of Invoice 000955		1	-31.52	-31.52
03/12/24	Bank Account Ledger Entry	DD180	Payment of Invoice 000956		1	-58.43	-58.43
03/12/24	Bank Account Ledger Entry	DD181	Payment of Invoice 000957		1	-76.19	-76.19
03/12/24	Bank Account Ledger Entry	DD182	Payment of Invoice 000958		1	-2,290.22	-2,290.22
03/12/24	Bank Account Ledger Entry	DD183	Payment of Invoice 000959		1	-59.77	-59.77
03/12/24	Bank Account Ledger Entry	DD184	Payment of Invoice 000960		1	-57.47	-57.47
03/12/24	Bank Account Ledger Entry	DD185	Payment of Invoice 000961		1	-116.29	-116.29
03/12/24	Bank Account Ledger Entry	DD186	Payment of Invoice 000962		1	-28.35	-28.35
03/12/24	Bank Account Ledger Entry	DD187	Payment of Invoice 000963		1	-58.84	-58.84
03/12/24	Bank Account Ledger Entry	DD188	Payment of Invoice 000964		1	-5,644.38	-5,644.38

Bank Account Statement

Cypress Shadows CDD

Currency Code

Statement Date	03/31/24	Statement Balance	1,195,086.57
Balance Last Statement	1,199,099.57	Outstanding Bank Transactions	0.00
Statement Ending Balance	1,195,086.57	Subtotal	1,195,086.57
		Outstanding Checks	-66,764.46
G/L Balance at 03/31/24	1,134,622.64	Bank Account Balance	1,128,322.11

Transaction Date	Type	Document No.	Description	Value Date	Applied Entries	Applied Amount	Statement Amount
03/12/24	Bank Account Ledger Entry	DD189	Payment of Invoice 000965		1	-61.25	-61.25
03/12/24	Bank Account Ledger Entry	DD190	Payment of Invoice 000966		1	-34.41	-34.41
03/12/24	Bank Account Ledger Entry	DD191	Payment of Invoice 000967		1	-28.39	-28.39
03/31/24	Bank Account Ledger Entry	JE000522	Interest Revenue		1	5,292.16	5,292.16
Total						-4,013.00	-4,013.00

Outstanding Payments

Posting Date	Document Type	Document No.	Description	Statement Amount
Quantity				0
Total				

Outstanding Checks

Posting Date	Document Type	Check No.	Description	Statement Amount
03/26/24	Payment	10093	Check for Vendor V00047	-24,704.35
03/26/24	Payment	10094	Check for Vendor V00007	-4,024.75
03/26/24	Payment	10095	Check for Vendor V00043	-15,590.00
03/26/24	Payment	10096	Check for Vendor V00024	-6,300.53
03/26/24	Payment	10097	Check for Vendor V00066	-6,295.70
03/26/24	Payment	10098	Check for Vendor V00054	-465.58
03/26/24	Payment	10099	Check for Vendor V00064	-69.77
03/26/24	Payment	10100	Check for Vendor V00015	-4,104.00
03/26/24	Payment	10101	Check for Vendor V00057	-35.68
03/26/24	Payment	10102	Check for Vendor V00056	-188.00
03/26/24	Payment	10103	Check for Vendor V00045	-4,986.10
Quantity				11
Total				-66,764.46

Cash and Investment Balances
March 31, 2024

<u>ACCOUNT NAME</u>	<u>ACCOUNT TYPE</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND				
Operating	Checking	Valley National Bank	5.38%	\$ 599,922
UJ^!æä*	Ô@&ã*	XpÓÄ^•ã}æãÄÜ^•^!ç^	5.38%	\$ 528,400
			Subtotal	\$ 1,128,322
DEBT SERVICE FUND				
Series 2012 A&B Revenue		U.S. Bank	4.95%	316,854
Series 2012 A&B Reserve		U.S. Bank	4.95%	158,040
Series 2022 Revenue		U.S. Bank	4.95%	92,864
Series 2022 Reserve		U.S. Bank	4.95%	8,785
			Subtotal	\$ 576,534
			Total	\$ 1,675,609

Statement of Revenues, Expenditures and Changes in Fund Balances
Trend Report - General Fund
For the Period Ending March 31, 2024

Acct No.	Account Description	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL				
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget	Budget	Budget	Budget	Actual Thru 3/31/2024	Projected Next 6 Mths	FY2024 Total	Adopted Budget	% of Budget
Revenues																		
361001	Interest - Investments	\$ 1,654	\$ 2,797	\$ 5,877	\$ 6,973	\$ 5,207	\$ 5,292	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,802	\$ (2)	\$ 27,800	\$ -	0%
363010	Special Assmnts- Tax Collector	-	179,187	536,834	23,186	18,265	16,310	40,184	-	-	-	-	-	773,782	40,184	813,966	803,680	101%
363090	Special Assmnts- Discounts	-	(7,223)	(21,306)	(696)	(381)	(163)	(2,679)	(2,679)	(2,679)	(2,679)	(2,679)	(2,679)	(29,769)	(16,074)	(45,843)	(32,146)	143%
366050	HOA Contributions	-	206,464	-	-	-	-	17,205	17,205	17,205	17,205	17,205	17,205	206,464	103,230	309,694	206,463	150%
Total Revenues		1,654	381,225	521,405	29,463	23,091	21,439	54,710	14,526	14,526	14,526	14,526	14,526	978,279	127,338	1,105,617	977,997	113%
Expenditures																		
Administrative																		
511001	P/R-Board of Supervisors	200	200	-	-	200	200	200	200	200	200	200	200	800	1,200	2,000	2,400	83%
531013	ProfServ-Engineering	1,450	3,176	850	1,276	-	6,662	1,250	1,250	1,250	1,250	1,250	1,250	13,414	7,500	20,914	15,000	139%
531023	ProfServ-Legal Services	5,000	3,570	2,218	1,638	1,925	4,025	1,250	1,250	1,250	1,250	1,250	1,250	18,375	7,501	25,876	15,000	173%
531027	ProfServ-Mgmt Consulting	2,833	2,833	2,833	2,833	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	19,667	25,001	44,668	50,000	89%
531035	ProfServ-Property Appraiser	-	451	-	-	-	-	37	37	37	37	37	37	451	222	673	441	153%
531045	ProfServ-Trustee Fees	4,256	-	-	4,771	1,193	-	625	625	625	625	625	625	10,219	3,751	13,970	7,500	186%
532002	Auditing Services	-	-	-	-	-	-	508	508	508	508	508	508	-	3,048	3,048	6,100	50%
534397	Website Compliance	1,500	-	-	400	625	-	125	125	125	125	125	125	2,525	750	3,275	1,500	218%
541024	Postage, Phone, Faxes, Copies	12	13	-	4	1	7	42	42	42	42	42	42	37	252	289	500	58%
545008	Public Officials Insurance	-	3,700	-	-	-	-	258	258	258	258	258	258	3,700	1,548	5,248	3,100	169%
548002	Legal Advertising	371	-	-	-	-	-	63	63	63	63	63	63	371	378	749	750	100%
549070	Misc-Assessment Collection Cost	-	-	-	-	-	-	1,340	1,340	1,340	1,340	1,340	1,340	-	8,040	8,040	16,074	50%
549142	Bank Fees	-	15	(15)	-	-	-	8	8	8	8	8	8	-	48	48	100	48%
549900	Misc-Contingency	-	-	-	-	-	-	28	28	28	28	28	28	-	168	168	334	50%
549936	Website Administration	125	137	125	125	125	125	125	125	125	125	125	125	762	750	1,512	1,500	101%
554007	Annual District Filing Fee	175	-	-	-	-	-	15	15	15	15	15	15	175	90	265	175	151%
Total Administrative		15,922	14,095	6,011	11,047	8,236	15,186	10,041	10,041	10,041	10,041	10,041	10,041	70,496	60,247	130,743	120,474	109%
Utility Services																		
543041	Utility - Electric	8,754	8,980	8,629	8,550	8,619	9,275	10,000	10,000	10,000	10,000	10,000	10,000	52,806	60,001	112,807	120,000	94%
543083	Utility - Reclaimed Irrigation	-	527	36	36	41	37	1,833	1,833	1,833	1,833	1,833	1,833	677	10,998	11,675	22,000	53%
Total Utility Services		8,754	9,507	8,665	8,586	8,660	9,312	11,833	11,833	11,833	11,833	11,833	11,833	53,483	70,999	124,482	142,000	88%
Field																		
531016	ProfServ-Field Management	-	-	-	-	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	3,333	10,003	13,336	20,000	67%
534076	Contracts-Preserve Maintenance	-	-	28,853	-	-	-	6,250	6,250	6,250	6,250	6,250	6,250	28,853	37,500	66,353	75,000	88%
534171	Contracts - Landscape	4,986	4,986	4,986	4,986	4,986	4,986	9,583	9,583	9,583	9,583	9,583	9,583	29,917	57,497	87,414	115,000	76%
545009	Insurance -Property & Casualty	-	17,881	791	-	-	-	1,250	1,250	1,250	1,250	1,250	1,250	18,672	7,500	26,172	15,000	174%
546041	R&M-Irrigation	-	7,070	1,370	3,145	-	10,942	2,500	2,500	2,500	2,500	2,500	2,500	22,528	14,999	37,527	30,000	125%
546448	Street Sweeping Services	-	-	-	-	-	-	150	150	150	150	150	150	-	900	900	1,800	50%
546898	Contracts-Preserve Monitoring & Well Replacments	-	-	-	3,850	-	7,700	800	800	800	800	800	800	11,550	4,800	16,350	9,600	170%
546899	Contracts-Pump & Well Maintenance	-	-	-	-	-	-	216	216	216	216	216	216	-	1,296	1,296	2,590	50%
546918	Pump & Well Maintenance	-	-	-	-	-	-	501	501	501	501	501	501	-	3,006	3,006	6,010	50%

Statement of Revenues, Expenditures and Changes in Fund Balances
Trend Report - General Fund
For the Period Ending March 31, 2024

Acct No.	Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	TOTAL					
														Actual Thru 3/31/2024	Projected Next 6 Mths	FY2024 Total	Adopted Budget	% of Budget	
546923	Landscape Miscellaneous	1,165	-	4,290	7,000	(3,210)	-	2,083	2,083	2,083	2,083	2,083	2,083	9,245	12,498	21,743	25,000	87%	
549900	Misc-Contingency	-	-	-	-	-	188	2,500	2,500	2,500	2,500	2,500	2,500	188	15,000	15,188	30,000	51%	
	Total Field	6,151	29,937	40,290	18,981	3,443	25,483	27,500	27,500	27,500	27,500	27,500	27,500	124,286	164,999	289,285	330,000	88%	
Gatehouse																			
534037	Contracts-Security Services	14,995	15,242	15,028	16,242	16,220	24,731	18,333	18,333	18,333	18,333	18,333	18,333	102,458	109,998	212,456	220,000	97%	
541009	Telephone/Fax/Internet Services	-	-	-	-	-	-	83	83	83	83	83	83	-	498	498	1,000	50%	
543018	Utility - Water	36	-	-	-	-	-	250	250	250	250	250	250	36	1,500	1,536	3,000	51%	
546034	R&M-Gate	220	220	1,354	-	227	535	583	583	583	583	583	583	2,557	3,497	6,054	7,000	86%	
	Total Gatehouse	15,251	15,462	16,382	16,242	16,447	25,266	19,249	19,249	19,249	19,249	19,249	19,249	105,051	115,493	220,544	231,000	95%	
Lakes and Ponds																			
534047	Contracts-Water Mgmt Services	3,360	3,360	3,360	3,530	3,530	3,530	3,530	3,530	3,530	3,530	3,530	3,530	20,670	21,180	41,850	42,360	99%	
546006	R&M-Aquascaping	-	-	-	-	1,125	-	417	417	417	417	417	417	1,125	2,502	3,627	5,000	73%	
546364	R&M-Aeration & Fountains	-	-	3,620	1,985	-	970	1,000	1,000	1,000	1,000	1,000	1,000	6,575	6,000	12,575	12,000	105%	
563003	Impr - Lake Bank Restoration	-	-	-	-	-	-	2,053	2,053	2,053	2,053	2,053	2,053	-	12,318	12,318	24,640	50%	
	Total Lakes and Ponds	3,360	3,360	6,980	5,515	4,655	4,500	7,000	7,000	7,000	7,000	7,000	7,000	28,370	42,000	70,370	84,000	84%	
Capital Expenditures & Projects																			
546069	R&M-Perimeter Berm Moving	-	3,620	-	3,390	(7,010)	-	-	-	-	-	-	-	-	-	-	-	0%	
564400	Capital Outlay Aeration	-	-	-	-	7,010	-	1,667	1,667	1,667	1,667	1,667	1,667	7,010	10,002	17,012	20,000	85%	
	Total Capital Expenditures & Projects	-	3,620	-	3,390	-	-	1,667	1,667	1,667	1,667	1,667	1,667	7,010	10,002	17,012	20,000	85%	
	Total Expenditures	55,182	99,118	49,447	60,261	44,941	79,747	77,290	77,290	77,290	77,290	77,290	77,290	388,696	463,740	852,436	927,474	92%	
Reserves																			
568022	Reserve	-	-	-	12,956	-	3,390	4,210	4,210	4,210	4,210	4,210	4,210	16,346	25,260	41,606	50,523	82%	
	Total Reserves	-	-	-	12,956	-	3,390	4,210	4,210	4,210	4,210	4,210	4,210	16,346	25,260	41,606	50,523	82%	
	Total Expenditures & Reserves	55,182	99,118	49,447	73,217	44,941	83,137	81,500	81,500	81,500	81,500	81,500	81,500	405,042	489,000	894,042	977,997	91%	
	Excess (deficiency) of revenues Over (under) expenditures	\$ (53,528)	\$ 282,107	\$ 471,958	\$ (43,754)	\$ (21,850)	\$ (61,698)	\$ (26,790)	\$ (66,974)	\$ (66,974)	\$ (66,974)	\$ (66,974)	\$ (66,974)	573,237	(361,662)	211,575	-	0%	
391000	Fund Balance, Beginning (Oct 1, 2023)													507,359	-	507,359	507,359		
	Fund Balance, Ending													\$ 1,080,596	\$ (361,662)	\$ 718,934	\$ 507,359		

CYPRESS SHADOWS Community Development District

Payment Register by Bank Account

For the Period from 3/1/24 to 3/31/24

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
VALLEY NATIONAL - (ACCT# XXXXX7844)									
Check	10090	03/05/24	Vendor	COLEMAN, YOYANOVICH	72	PROFESSIONAL FEES - THRU 02/26/24	ProfServ-Legal Services	001-531023-51301	\$1,924.75
Check	10091	03/05/24	Vendor	DONALD E LOZZI	DL 02012024	SUPERVISOR FEE - 02/01/24	Supervisor Fees	001-511100-51101	\$200.00
Check	10092	03/05/24	Vendor	INFRAMARK LLC	108864	DISTRICT SERVICES JANUARY 2024	Postage, Phone, Faxes, Copies	001-541024-51301	\$4.41
Check	10092	03/05/24	Vendor	INFRAMARK LLC	110052	DISTRICT INVOICE FEBRUARY 2024	DISTRICT MANAGER	001-531150-51301	\$4,166.67
Check	10092	03/05/24	Vendor	INFRAMARK LLC	110052	DISTRICT INVOICE FEBRUARY 2024	WEBSITE ADMINISTRATION	001-549936-51301	\$125.00
Check	10092	03/05/24	Vendor	INFRAMARK LLC	110052	DISTRICT INVOICE FEBRUARY 2024	ProfServ-Field Management	001-531016-53901	\$1,666.67
Check	10092	03/05/24	Vendor	INFRAMARK LLC	110644	DISTRICT SERVICES FEBRUARY 2024	Postage, Phone, Faxes, Copies	001-541024-51301	\$0.63
Check	10093	03/26/24	Vendor	ALLIED UNIVERSAL	15473630	SECURITY - 03/01/24-03/14/24	Contracts-Security Services	001-534037-53904	\$8,096.34
Check	10093	03/26/24	Vendor	ALLIED UNIVERSAL	15359767	SECURITY - 02/02/24-02/15/24	Contracts-Security Services	001-534037-53904	\$8,109.55
Check	10093	03/26/24	Vendor	ALLIED UNIVERSAL	15400886	SECURITY - 02/16/24-02/29/24	Contracts-Security Services	001-534037-53904	\$8,498.46
Check	10094	03/26/24	Vendor	COLEMAN, YOYANOVICH	73	GEN. REP. - 03/13/24	ProfServ-Legal Services	001-531023-51301	\$4,024.75
Check	10095	03/26/24	Vendor	COMMUNITY ENVIRONMENTAL SERVICES LLC	TPACAE2402A	AERATION UPGRADE - REMAINDER	WATERWAY MANAGEMENT - OTHER	001-531180-53908	\$3,390.00
Check	10095	03/26/24	Vendor	COMMUNITY ENVIRONMENTAL SERVICES LLC	TPACAE2402B	COMPRESSOR / WARRRANTY	WATERWAY MANAGEMENT - OTHER	001-531180-53908	\$970.00
Check	10095	03/26/24	Vendor	COMMUNITY ENVIRONMENTAL SERVICES LLC	TPACCE2402	CONSERVATION AREA MAINT. - FEBRUARY 2024 DATES	LANDSCAPE MISCELLANEOUS	001-546923-53908	\$3,850.00
Check	10095	03/26/24	Vendor	COMMUNITY ENVIRONMENTAL SERVICES LLC	TPACCE2403	LANDSCAPE MAINT. - MARCH DATES	LANDSCAPE MISCELLANEOUS	001-546923-53908	\$3,850.00
Check	10095	03/26/24	Vendor	COMMUNITY ENVIRONMENTAL SERVICES LLC	TPACPM2403	POND SERVICE	WATERWAY MANAGEMENT - OTHER	001-531180-53908	\$3,530.00
Check	10096	03/26/24	Vendor	CYPRESS SHADOWS CDD	03112024-02	SERIES 2022 - FY 24 TAX DIST. ID 151	Cash In Bank	101002	\$1,876.60
Check	10096	03/26/24	Vendor	CYPRESS SHADOWS CDD	03112024-01	SERIES 2012 - FY 24 TAX DIST. ID 151	Cash In Bank	101002	\$4,423.93
Check	10097	03/26/24	Vendor	DAVID CUJAS IRRIGATION SERVICES, INC	12680	IRRIGATION WET CHECK - 01/15/24	IRRIGATION MAINTENANCE	001-546930-53908	\$1,717.00
Check	10097	03/26/24	Vendor	DAVID CUJAS IRRIGATION SERVICES, INC	12675	SERVICE CALL 1/05/24	IRRIGATION MAINTENANCE	001-546930-53908	\$83.60
Check	10097	03/26/24	Vendor	DAVID CUJAS IRRIGATION SERVICES, INC	12676	SERVICE CALL 01/22/24	IRRIGATION MAINTENANCE	001-546930-53908	\$925.50
Check	10097	03/26/24	Vendor	DAVID CUJAS IRRIGATION SERVICES, INC	12702	SERVICE CALL - 02/06/24	R&M-Irrigation	001-546041-53908	\$177.60
Check	10097	03/26/24	Vendor	DAVID CUJAS IRRIGATION SERVICES, INC	12700	VALVE STUCK	R&M-Irrigation	001-546041-53908	\$177.60
Check	10097	03/26/24	Vendor	DAVID CUJAS IRRIGATION SERVICES, INC	12737	SERVICE CALL 2/16/24	R&M-Irrigation	001-546041-53901	\$477.40
Check	10097	03/26/24	Vendor	DAVID CUJAS IRRIGATION SERVICES, INC	12749	SERVICE CALL 02/22/24	R&M-Irrigation	001-546041-53901	\$477.40
Check	10097	03/26/24	Vendor	DAVID CUJAS IRRIGATION SERVICES, INC	12748	IRRIGATION WET CHECK - 02/22/24	IRRIGATION MAINTENANCE	001-546930-53908	\$1,717.00
Check	10097	03/26/24	Vendor	DAVID CUJAS IRRIGATION SERVICES, INC	12677	CONTROLLER #4	R&M-Irrigation	001-546041-53901	\$65.20
Check	10097	03/26/24	Vendor	DAVID CUJAS IRRIGATION SERVICES, INC	12711	SERVICE CALL 02/08/24	R&M-Irrigation	001-546041-53901	\$477.40
Check	10098	03/26/24	Vendor	DIAMOND ACCESS TECHNOLOGY, LLC	10007	PREVENTIVE MAINT. - TECH ONSITE	R&M-GATE	001-546034-53904	\$227.44
Check	10098	03/26/24	Vendor	DIAMOND ACCESS TECHNOLOGY, LLC	10113	PREVENTIVE MAINT.	R&M-GATE	001-546034-53904	\$238.14
Check	10099	03/26/24	Vendor	DONALD E LOZZI REIMB	DL 03142024 REIMB	MULTI-POINT LOCK	REPAIRS & MAINTENANCE	001-546156-53908	\$69.77
Check	10100	03/26/24	Vendor	JOHNSON ENGINEERING, INC.	22	GENERAL ENGINEERING - PROFESSIONAL SERVICES THRU -	DISTRICT ENGINEER	001-531147-51301	\$4,104.00
Check	10101	03/26/24	Vendor	LEE COUNTY UTILITIES	1170453 3 030824	SERVICE - 02/06/24-03/06/24	UTILITY - WATER	001-543018-53300	\$35.68
Check	10102	03/26/24	Vendor	RDS AIR CONDITIONING	25389030824	SERVICE CALL - 03/08/24	MISC-CONTINGENCY	001-549900-53901	\$188.00
Check	10103	03/26/24	Vendor	THOMAS BROTHERS LAWN MAINTENANCE, INC	9955037	LAWN SERVICE - MARCH 2024	Contracts - Landscape	001-534171-53901	\$4,986.10
Account Total									\$74,852.59

Total Amount Paid	\$74,852.59
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Statement of Cash Flows: Reserve Account

Description	Amount
Beginning Balance at 9/30/22:	\$ 125,000.00

Receipts:	
1/26/23 CK# 5002 District Improvement Reserves	\$ 363,665.40
Quarterly Reserve Deposit	\$ 17,500.00
Quarterly Reserve Deposit	\$ 17,500.00
Quarterly Reserve Deposit	\$ 17,500.00
Total Cash Receipts:	\$ 416,165.40

Payments:	
11/5/22 Invoice #: 0009382 County Concrete & Asphalt	\$ 8,615.00
4/20/23 Invoice #: 2398888R Reserve Advisors	\$ 2,075.00
8/1/23 Invoice #:239888F - 231280 Reserve Advisors	\$ 2,075.00
Total Payments:	\$ 12,765.00

Cash Balance as of 2/29/24:	\$ 528,400.40
------------------------------------	----------------------

Aged Accounts Payable

Cypress Shadows CDD

(Summary, aged as of March 31, 2024)

Aged by due date.

No.	Name	Balance Due	Aged Overdue Amounts			
			Current	Up To 30 Days	31 - 60 Days	Over 60 Days
V00015	JOHNSON ENGINEERING, INC.	Phone:		Contact:		
	Total Amount Due	2,558.10	0.00 0.00%	2,558.10 100.00%	0.00 0.00%	0.00 0.00%
V00034	INFRAMARK LLC	Phone:		Contact:		
	Total Amount Due	7.04	7.04 100.00%	0.00 0.00%	0.00 0.00%	0.00 0.00%
V00036	US BANK	Phone:		Contact:		
	Total Amount Due	4,770.63	0.00 0.00%	0.00 0.00%	0.00 0.00%	4,770.63 100.00%
V00038	DONALD E LOZZI	Phone:		Contact:		
	Total Amount Due	200.00	0.00 0.00%	200.00 100.00%	0.00 0.00%	0.00 0.00%
V00042	COMCAST BUSINESS	Phone:		Contact:		
	*** This vendor is blocked for All processing ***					
	Total Amount Due	0.00	0.00	0.00	0.00	0.00
V00047	ALLIED UNIVERSAL	Phone:		Contact:		
	Total Amount Due	8,136.48	0.00 0.00%	8,136.48 100.00%	0.00 0.00%	0.00 0.00%
V00050	FPL	Phone:		Contact:		
	Total Amount Due	9,274.74	9,274.74 100.00%	0.00 0.00%	0.00 0.00%	0.00 0.00%
V00057	LEE COUNTY UTILITIES	Phone:		Contact:		
	Total Amount Due	1.77	1.77 100.00%	0.00 0.00%	0.00 0.00%	0.00 0.00%
V00066	DAVID CUJAS IRRIGATION SERVICES, INC	Phone: 239-777-176		Contact:		
	Total Amount Due	4,646.45	0.00 0.00%	4,646.45 100.00%	0.00 0.00%	0.00 0.00%
	Report Total Amount Due (USD)	29,595.21	9,283.55 31.37%	15,541.03 52.51%	0.00 0.00%	4,770.63 16.12%

10D

Cypress Shadows
Community Development District

Annual Operating and Debt Service Budget

Fiscal Year 2025

Preliminary Budget

Prepared by:



Cypress Shadows
Community Development District

Budget Overview
Fiscal Year 2025

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Cypress Shadows
Community Development District

Operating Budget
Fiscal Year 2025

Summary of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	% +/-) Budget	ANNUAL
	BUDGET FY 2024	THRU 4/25/24	May- 10/1/2024	PROJECTED FY 2024		BUDGET FY 2025
REVENUES						
Interest - Investments	\$ -	\$ 27,801	\$ -	\$ 27,801	0%	\$ -
Operations & Maintenance Assmts - On Roll	803,680	787,396	16,284	803,680	0%	1,003,029
Special Assmnts- Discounts	(32,146)	(29,769)	-	(29,769)	-7%	(40,121)
HOA Contributions	206,463	206,464	-	206,464	0%	-
Other Miscellaneous Revenues	-	-	-	-	0%	-
TOTAL REVENUES	\$ 977,997	\$ 991,892	\$ 16,284	\$ 1,008,176		\$ 962,908
EXPENDITURES						
Administrative						
P/R-Board of Supervisors	\$ 2,400	\$ 1,000	\$ 1,400	\$ 2,400	0%	\$ 2,400
ProfServ-Engineering	15,000	13,414	1,586	15,000	0%	15,000
ProfServ-Legal Services	15,000	18,375	-	18,375	23%	15,000
ProfServ-Mgmt Consulting	50,000	25,000	25,000	50,000	0%	51,500
ProfServ-Property Appraiser	441	451	-	451	2%	441
ProfServ-Trustee Fees	7,500	10,219	-	10,219	36%	7,500
Auditing Services	6,100	-	6,100	6,100	0%	6,100
Website Compliance	1,500	2,914	-	2,914	94%	1,553
Postage, Phone, Faxes, Copies	500	41	459	500	0%	500
Public Officials Insurance	3,100	3,700	-	3,700	19%	3,700
Legal Advertising	750	371	379	750	0%	750
Misc-Assessment Collection Cost	16,074	-	16,074	16,074	0%	20,061
Bank Fees	100	-	100	100	0%	100
Misc-Contingency	334	-	334	334	0%	334
Website Administration	1,500	762	738	1,500	0%	1,500
Annual District Filing Fee	175	175	-	175	0%	175
Total Administrative	\$ 120,474	\$ 76,422	\$ 52,170	\$ 128,592		\$ 126,614
Gatehouse						
Contracts-Security Services	220,000	102,458	117,542	220,000	0%	223,899
Telephone/Fax/Internet Services	1,000	-	1,000	1,000	0%	1,000
Utility - Water	3,000	36	2,964	3,000	0%	3,000
R&M-Gate	7,000	2,557	4,443	7,000	0%	7,000
Total Gatehouse	\$ 231,000	\$ 105,051	\$ 125,949	\$ 231,000		\$ 234,899
Utility Services						
Utility - Electric	\$ 120,000	\$ 52,806	\$ 67,194	\$ 120,000	0%	\$ 120,000
Utility - Reclaimed Irrigation	22,000	722	21,278	22,000	0%	22,000
Total Utility Services	\$ 142,000	\$ 53,528	\$ 88,472	\$ 142,000		\$ 142,000
Field						
ProfServ-Field Management	\$ 20,000	\$ 10,000	\$ 10,000	\$ 20,000	0%	\$ 20,000
Contracts-Preserve Maintenance	75,000	44,253	30,747	75,000	0%	46,200
Contracts - Landscape	115,000	34,903	80,097	115,000	0%	94,396
Contracts - Irrigation	-	-	-	-	0%	20,604
Insurance -Property & Casualty	15,000	18,672	-	18,672	24%	18,672
R&M-Irrigation	30,000	23,620	6,380	30,000	0%	30,000

Summary of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	% +/-) Budget	ANNUAL
	BUDGET FY 2024	THRU 4/25/24	May- 10/1/2024	PROJECTED FY 2024		BUDGET FY 2025
Street Sweeping Services	1,800	-	1,800	1,800	0%	1,800
Contracts-Preserve Monitoring & Well Replacme	9,600	-	9,600	9,600	0%	9,600
Contracts-Pump & Well Maintenance	2,590	-	2,590	2,590	0%	2,590
Pump & Well Maintenance	6,010	-	6,010	6,010	0%	6,010
Landscape Miscellaneous	25,000	9,535	15,465	25,000	0%	25,000
Misc-Contingency	30,000	13,144	16,856	30,000	0%	30,000
Total Field	\$ 330,000	\$ 154,127	\$ 179,545	\$ 333,672		\$ 304,872
Lakes and Ponds						
Contracts-Water Mgmt Services	\$ 42,360	\$ 20,670	\$ 21,690	\$ 42,360	0%	\$ 42,360
R&M-Aquascaping	5,000	1,125	3,875	5,000	0%	5,000
R&M-Aeration & Fountains	12,000	10,730	1,270	12,000	0%	12,000
Impr - Lake Bank Restoration	24,640	-	24,640	24,640	0%	24,640
Total Lakes and Ponds	\$ 84,000	\$ 32,525	\$ 51,475	\$ 84,000		\$ 84,000
Capital Expenditures & Projects						
Capital Outlay - Aeration	20,000	7,010	12,990	20,000	0%	20,000
Total Capital Expenditures & Projects	\$ 20,000	\$ 7,010	\$ 12,990	\$ 20,000		\$ 20,000
Reserves						
Reserve	50,523	87,446	-	87,446	73%	50,523
Total Reserves	\$ 50,523	\$ 87,446	\$ -	\$ 87,446		\$ 50,523
TOTAL EXPENDITURES	\$ 977,997	\$ 516,109	\$ 510,601	\$ 1,026,710		\$ 962,908
Excess (deficiency) of revenues	\$ -	\$ 475,783	\$ (494,317)	\$ (18,534)		\$ -
Net change in fund balance	\$ -	\$ 475,783	\$ (494,317)	\$ (18,534)		\$ -
FUND BALANCE, BEGINNING	\$ 507,359	\$ 507,359	\$ 983,142	\$ 507,359		\$ 488,825
FUND BALANCE, ENDING	\$ 507,359	\$ 983,142	\$ 488,825	\$ 488,825		\$ 488,825

Exhibit "A"
Allocation of Fund Balances

<u>AVAILABLE FUNDS</u>	<u>Amount</u>
Anticipated Fund Balance - Fiscal Year 2025	\$ (18,534)
Net Change in Fund Balance - Fiscal Year 2025	-
Reserve Prior Year FY2024	507,359
Reserves - Fiscal Year 2025 Additions	50,523
Total Funds Available (Estimated) - 9/30/2025	539,348

ALLOCATION OF AVAILABLE FUNDS

Assigned Fund Balance

Operating Reserve (1)		239,718 ⁽¹⁾
Reserve - Prior Years thru 2024	249,107	
Reserve - (FY 2025)	<u>50,523</u>	299,630
	Subtotal	<u>539,348</u>

Total Allocation of Available Funds	539,348
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Total Unassigned (undesignated) Cash	\$ -
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Notes

(1) Represents less than 3 months of operating expenditures.

General Fund

Budget Narrative
Fiscal Year 2025

REVENUES

Interest-Investments

The District earns interest on the monthly average collected balance for their operating accounts.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of CDD assessments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Administrative

P/R-Board of Supervisors

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon all supervisors attending all of the meetings.

Professional Services-Trustee Fees

The District will pay annual trustee fees for the Series 2012 and Series 2022 Bonds that are deposited with a Trustee. The annual trustee fee is based on standard fees charged plus any out-of-pocket expenses.

Professional Services-Property Appraiser

The Property Appraiser provides the District with a listing of the legal description of each property parcel within the District boundaries and the names and addresses of the owners of such property. The District reimburses the Property Appraiser for necessary administrative costs incurred to provide this service. Lee County has set the fee at \$1.00 per parcel.

Professional Services-Legal Services

The District's legal counsel will be providing general legal services to the District, i.e., attendance and preparation for monthly meetings, review operating and maintenance contracts, etc.

Professional Services-Engineer

The District's engineer provides general engineering services to the District, i.e. attendance and preparation for monthly board meetings when requested, review of invoices, and other specifically requested assignments.

Professional Services-Management Consulting Services

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm.

General Fund

Budget Narrative
Fiscal Year 2025

EXPENDITURES

Administrative (continued)

Website Compliance

This covers costs associated with maintaining website compliance, including ADA compatibility, and other regulatory standards.

Postage

Actual postage and/or freight used for District mailings including agenda packages, vendor checks, and other correspondence.

Public Officials Insurance

Covers the premium costs for insurance protecting public officials from liability claims.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

Annual District Filing Fee

The District is required to pay a \$175 annual fee to the Department of Economic Opportunity Division of Community Development.

Assessment Collection Cost

The District reimburses the Lee County Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The collection costs was based on a maximum of 2% of the anticipated assessment collections.

Bank Fees

All banking related costs, including account maintenance fees, transaction fees, etc.

Website Administration

This is for the cost of maintaining the District's website domain and email accounts.

Miscellaneous-Contingency

This represents any additional expenditure that may not have been provided for in the budget.

Utility Services

Water Reclaimed Irrigation

Covers costs related to reclaimed water for irrigation.

Utility-Electricity

The District will incur electrical usage for aeration and fountain equipment, streetlights, and the gatehouse.

Cypress Shadows
Community Development District

General Fund

Budget Narrative
Fiscal Year 2025

EXPENDITURES

Gatehouse

Contracts-Security Patrol Services

Funds allocated to contractual security services for the District.

Telephone/Fax/Internet Services

This covers costs associated with maintaining communication and internet services for the gatehouse.

R&M-Gate

Repair and maintenance costs for the District's gates.

Utility – Water

Funds allocated to water utility costs for the gatehouse.

Field

Professional Services-Field Management

This represents Field Management services for the District. This includes inspection of all the District's assets to ensure that proper maintenance is being conducted. Areas inspected include the storm water system, water management structures, conservation areas, and all other assets for which the District is responsible.

Contracts-Preserve Monitoring & Well Replacements

This budget line covers contracts related to monitoring and maintaining natural preserves and replacing wells.

Contracts-Landscape Maintenance

Funds allocated to maintaining landscape aesthetics and health.

Landscape Miscellaneous

Costs for improving landscaping throughout the District.

Contracts-Preserve Maintenance

Covers contractual services for the maintenance of preserve lands.

R&M-Irrigation Maintenance

Allocated funds for the repair and maintenance of the irrigation system.

Contracts-Pump & Well Maintenance

Budget for contractual services to maintain the pumps and wells.

R&M-Pump and Well

Allocated funds for the repair and maintenance of the pumps and wells.

Street Sweeping

Funds to clean the streets within the District.

General Fund

Budget Narrative
Fiscal Year 2025

Insurance -Property & Casualty

Covers the cost of property and casualty insurance premiums.

Misc-Contingency

This represents any additional expenditure that may not have been provided for in the budget.

EXPENDITURES

Lakes and Ponds

Contracts-Water Management Services

Covers costs related to contractual services for water management in the District's lakes.

R&M-Aquascaping

Funds allocated to maintaining and enhancing aquatic landscaping.

R&M-Lake Bank Restoration

Covers costs for restoring and maintaining the District's lake banks.

R&M-Aeration & Fountains

This covers repairs for the aeration systems and fountains within the District.

Capital Expenditures & Projects

Capital Outlay-Aeration

This covers the costs of major investments on the aeration systems within the District.

Reserves

Reserve

Reserve for replacement of the District's assets.

Cypress Shadows
Community Development District

Debt Service Budgets
Fiscal Year 2025

Summary of Revenues, Expenditures and Changes in Fund Balances
 Series 2012 Bonds
 Fiscal Year 2025

ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	BUDGET	THRU	May-	PROJECTED	BUDGET
	FY 2024	4/25/2024	10/1/2024	FY 2024	FY 2025
REVENUES					
Interest - Investments	\$ -	\$ 8,414	\$ 5,000	\$ 13,414	\$ -
Special Assmnts - Tax Collector	220,320	215,728	4,592	220,320	221,160
Special Assmnts - Discounts	(8,813)	(8,156)	(184)	(8,813)	(8,846)
Special Assmnts - CDD Collected	-	-	-	-	-
TOTAL REVENUES	\$ 211,507	\$ 215,986	\$ 9,408	\$ 224,921	\$ 212,314
EXPENDITURES					
<i>Administrative</i>					
Misc-Assessmnt Collection Cost	4,406	4,315	92	4,406	4,423
<i>Total Administrative</i>	<u>\$4,406</u>	<u>\$4,315</u>	<u>\$92</u>	<u>\$4,406</u>	<u>\$4,423</u>
<i>Debt Service</i>					
Principal Prepayments	\$ -	\$ -	\$ -	\$ -	\$ 65,000
Principal Debt Retirement	60,000	60,000	-	60,000	142,284
Interest Expense	145,956	73,859	72,097	145,956	-
TOTAL EXPENDITURES	\$ 210,362	\$ 138,174	\$ 72,189	\$ 210,362	\$ 211,708
Excess (deficiency) of revenues					
Over (under) expenditures	1,145	77,812	(62,781)	14,559	606
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance	\$ 1,145	\$ -	\$ -	\$ -	\$ 606
TOTAL OTHER SOURCES (USES)	\$ 1,145	\$ -	\$ -	\$ -	\$ 606
Net change in fund balance	\$ 1,145	\$ 77,812	\$ (62,781)	\$ 14,559	\$ 1,212
FUND BALANCE, BEGINNING	\$ 401,767	\$ 402,912	\$ 480,724	\$ 402,912	\$ 417,471
FUND BALANCE, ENDING	\$ 402,912	\$ 480,724	\$ 417,944	\$ 417,471	\$ 418,683
PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT					
	11/1/2024				11/1/2025
Series 2012 Bonds:	\$ 2,260,000				\$ 2,195,000

**Cypress Shadows Community Development District
Special Assessment Revenue Bonds, Series 2012A**

Period Ending	Outstanding Balance	Principal	Coupon	Interest	Debt Service
5/1/2017	\$2,685,000			\$ 81,734.38	\$ 81,734.38
11/1/2017	\$2,685,000	\$ 45,000	5.25%	\$ 81,734.38	\$ 126,734.38
5/1/2018	\$2,640,000			\$ 80,553.13	\$ 80,553.13
11/1/2018	\$2,640,000	\$ 45,000	5.25%	\$ 80,553.13	\$ 125,553.13
5/1/2019	\$2,595,000			\$ 79,371.88	\$ 79,371.88
11/1/2019	\$2,595,000	\$ 50,000	5.25%	\$ 79,371.88	\$ 129,371.88
5/1/2020	\$2,545,000			\$ 78,059.38	\$ 78,059.38
11/1/2020	\$2,545,000	\$ 50,000	5.25%	\$ 78,059.38	\$ 128,059.38
5/1/2021	\$2,495,000			\$ 76,746.88	\$ 76,746.88
11/1/2021	\$2,495,000	\$ 55,000	5.25%	\$ 76,746.88	\$ 131,746.88
5/1/2022	\$2,440,000			\$ 75,303.13	\$ 75,303.13
11/1/2022	\$2,440,000	\$ 55,000	5.25%	\$ 75,303.13	\$ 130,303.13
5/1/2023	\$2,385,000			\$ 73,859.38	\$ 73,859.38
11/1/2023	\$2,385,000	\$ 60,000	5.88%	\$ 73,859.38	\$ 133,859.38
5/1/2024	\$2,325,000			\$ 72,096.88	\$ 72,096.88
11/1/2024	\$2,325,000	\$ 65,000	5.88%	\$ 72,096.88	\$ 137,096.88
5/1/2025	\$2,260,000			\$ 70,187.50	\$ 70,187.50
11/1/2025	\$2,260,000	\$ 65,000	5.88%	\$ 70,187.50	\$ 135,187.50
5/1/2026	\$2,195,000			\$ 68,278.13	\$ 68,278.13
11/1/2026	\$2,195,000	\$ 70,000	5.88%	\$ 68,278.13	\$ 138,278.13
5/1/2027	\$2,125,000			\$ 66,221.88	\$ 66,221.88
11/1/2027	\$2,125,000	\$ 75,000	5.88%	\$ 66,221.88	\$ 141,221.88
5/1/2028	\$2,050,000			\$ 64,018.75	\$ 64,018.75
11/1/2028	\$2,050,000	\$ 80,000	5.88%	\$ 64,018.75	\$ 144,018.75
5/1/2029	\$1,970,000			\$ 61,668.75	\$ 61,668.75
11/1/2029	\$1,970,000	\$ 85,000	5.88%	\$ 61,668.75	\$ 146,668.75
5/1/2030	\$1,885,000			\$ 59,171.88	\$ 59,171.88
11/1/2030	\$1,885,000	\$ 90,000	5.88%	\$ 59,171.88	\$ 149,171.88
5/1/2031	\$1,795,000			\$ 56,528.13	\$ 56,528.13
11/1/2031	\$1,795,000	\$ 95,000	5.88%	\$ 56,528.13	\$ 151,528.13
5/1/2032	\$1,700,000			\$ 53,737.50	\$ 53,737.50
11/1/2032	\$1,700,000	\$ 100,000	5.88%	\$ 53,737.50	\$ 153,737.50
5/1/2033	\$1,600,000			\$ 50,800.00	\$ 50,800.00
11/1/2033	\$1,600,000	\$ 105,000	6.35%	\$ 50,800.00	\$ 155,800.00

Community Development District

5/1/2034	\$1,495,000				\$	47,466.25	\$	47,466.25
11/1/2034	\$1,495,000	\$	110,000	6.35%	\$	47,466.25	\$	157,466.25
5/1/2035	\$1,385,000				\$	43,973.75	\$	43,973.75
11/1/2035	\$1,385,000	\$	120,000	6.35%	\$	43,973.75	\$	163,973.75
5/1/2036	\$1,265,000				\$	40,163.75	\$	40,163.75
11/1/2036	\$1,265,000	\$	125,000	6.35%	\$	40,163.75	\$	165,163.75
5/1/2037	\$1,140,000				\$	36,195.00	\$	36,195.00
11/1/2037	\$1,140,000	\$	135,000	6.35%	\$	36,195.00	\$	171,195.00
5/1/2038	\$1,005,000				\$	31,908.75	\$	31,908.75
11/1/2038	\$1,005,000	\$	145,000	6.35%	\$	31,908.75	\$	176,908.75
5/1/2039	\$ 860,000				\$	27,305.00	\$	27,305.00
11/1/2039	\$ 860,000	\$	150,000	6.35%	\$	27,305.00	\$	177,305.00
5/1/2040	\$ 710,000				\$	22,542.50	\$	22,542.50
11/1/2040	\$ 710,000	\$	160,000	6.35%	\$	22,542.50	\$	182,542.50
5/1/2041	\$ 550,000				\$	17,462.50	\$	17,462.50
11/1/2041	\$ 550,000	\$	170,000	6.35%	\$	17,462.50	\$	187,462.50
5/1/2042	\$ 380,000				\$	12,065.00	\$	12,065.00
11/1/2042	\$ 380,000	\$	185,000	6.35%	\$	12,065.00	\$	197,065.00
5/1/2043	\$ 195,000				\$	6,191.25	\$	6,191.25
11/1/2043	\$ 195,000	\$	195,000	6.35%	\$	6,191.25	\$	201,191.25
						\$ 2,685,000		\$ 2,907,222.62
								\$ 5,592,222.62

Budget Narrative
Fiscal Year 2025**REVENUES****Interest-Investments**

The District earns interest on the monthly average collected balance for their trust accounts.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of CDD assessments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES**Administrative****Assessment Collection Cost**

The District reimburses the Lee County Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The collection costs was based on a maximum of 2% of the anticipated assessment collections.

Principal Debt Retirement

The District pays regular principal payments annually to pay down/retire the debt.

Interest Expense

The District pays interest expense on the debt twice during the year.

Summary of Revenues, Expenditures and Changes in Fund Balances
 Series 2022 Bonds
 Fiscal Year 2025

ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	BUDGET	THRU	May-	PROJECTED	BUDGET
	FY 2024	4/25/2024	10/1/2024	FY 2024	FY 2025
REVENUES					
Interest - Investments	\$ -	\$ 1,127	\$ 3,381	\$ 4,508	\$ -
Special Assmnts - Tax Collector	93,457	91,510	1,947	93,457	93,458
Special Assmnts - Discounts	(3,738)	(3,460)	(78)	(3,738)	(3,738)
Special Assmnts - CDD Collected	-	-	-	-	-
TOTAL REVENUES	\$ 89,719	\$ 89,177	\$ 5,250	\$ 94,227	\$ 89,719
EXPENDITURES					
<i>Administrative</i>					
Misc-Assessmnt Collection Cost	1,869	1,830	39	1,869	1,869
<i>Total Administrative</i>	<u>\$1,869</u>	<u>\$1,830</u>	<u>\$39</u>	<u>\$1,869</u>	<u>\$1,869</u>
<i>Debt Service</i>					
Principal Prepayments	\$ -	\$ -	\$ -	\$ -	\$ 34,000
Principal Debt Retirement	29,000	29,000	-	29,000	49,880
Interest Expense	51,140	25,860	25,280	51,140	-
TOTAL EXPENDITURES	\$ 82,009	\$ 56,690	\$ 25,319	\$ 82,009	\$ 85,749
Excess (deficiency) of revenues					
Over (under) expenditures	7,710	32,487	(20,069)	12,218	3,970
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance	\$ 7,710	\$ -	\$ -	\$ -	\$ 3,970
TOTAL OTHER SOURCES (USES)	\$ 7,710	\$ -	\$ -	\$ -	\$ 3,970
Net change in fund balance	\$ 7,710	\$ 32,487	\$ (20,069)	\$ 12,218	\$ 7,940
FUND BALANCE, BEGINNING	\$ 71,024	\$ 78,734	\$ 111,220	\$ 78,734	\$ 90,951
FUND BALANCE, ENDING	\$ 78,734	\$ 111,220	\$ 91,152	\$ 90,951	\$ 98,892
PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT					
	11/1/2024				11/1/2025
Series 2022 Bonds:	\$ 1,007,000				\$ 970,000

Cypress Shadows

Community Development District

Cypress Shadows Community Development District Capital Improvement Revenue Refunding Bonds, Series 2022

Period Ending	Outstanding Balance	Principal	Coupon	Interest	Debt Service
5/1/2023	\$ 1,070,000			\$ 30,601.00	\$ 30,601.00
11/1/2023	\$ 1,070,000	\$ 29,000	4.000%	\$ 25,860.00	\$ 54,860.00
5/1/2024	\$ 1,041,000			\$ 25,280.00	\$ 25,280.00
11/1/2024	\$ 1,041,000	\$ 34,000	4.000%	\$ 25,280.00	\$ 59,280.00
5/1/2025	\$ 1,007,000			\$ 24,600.00	\$ 24,600.00
11/1/2025	\$ 1,007,000	\$ 37,000	4.000%	\$ 24,600.00	\$ 61,600.00
5/1/2026	\$ 970,000			\$ 23,860.00	\$ 23,860.00
11/1/2026	\$ 970,000	\$ 37,000	4.000%	\$ 23,860.00	\$ 60,860.00
5/1/2027	\$ 933,000			\$ 23,120.00	\$ 23,120.00
11/1/2027	\$ 933,000	\$ 41,000	4.000%	\$ 23,120.00	\$ 64,120.00
5/1/2028	\$ 892,000			\$ 22,300.00	\$ 22,300.00
11/1/2028	\$ 892,000	\$ 41,000	5.000%	\$ 22,300.00	\$ 63,300.00
5/1/2029	\$ 851,000			\$ 21,275.00	\$ 21,275.00
11/1/2029	\$ 851,000	\$ 45,000	5.000%	\$ 21,275.00	\$ 66,275.00
5/1/2030	\$ 806,000			\$ 20,150.00	\$ 20,150.00
11/1/2030	\$ 806,000	\$ 45,000	5.000%	\$ 20,150.00	\$ 65,150.00
5/1/2031	\$ 761,000			\$ 19,025.00	\$ 19,025.00
11/1/2031	\$ 761,000	\$ 49,000	5.000%	\$ 19,025.00	\$ 68,025.00
5/1/2032	\$ 712,000			\$ 17,800.00	\$ 17,800.00
11/1/2032	\$ 712,000	\$ 48,000	5.000%	\$ 17,800.00	\$ 65,800.00
5/1/2033	\$ 664,000			\$ 16,600.00	\$ 16,600.00
11/1/2033	\$ 664,000	\$ 52,000	5.000%	\$ 16,600.00	\$ 68,600.00
5/1/2034	\$ 612,000			\$ 15,300.00	\$ 15,300.00
11/1/2034	\$ 612,000	\$ 56,000	5.000%	\$ 15,300.00	\$ 71,300.00
5/1/2035	\$ 556,000			\$ 13,900.00	\$ 13,900.00
11/1/2035	\$ 556,000	\$ 59,000	5.000%	\$ 13,900.00	\$ 72,900.00
5/1/2036	\$ 497,000			\$ 12,425.00	\$ 12,425.00
11/1/2036	\$ 497,000	\$ 63,000	5.000%	\$ 12,425.00	\$ 75,425.00
5/1/2037	\$ 434,000			\$ 10,850.00	\$ 10,850.00
11/1/2037	\$ 434,000	\$ 62,000	5.000%	\$ 10,850.00	\$ 72,850.00
5/1/2038	\$ 372,000			\$ 9,300.00	\$ 9,300.00
11/1/2038	\$ 372,000	\$ 69,000	5.000%	\$ 9,300.00	\$ 78,300.00
5/1/2039	\$ 303,000			\$ 7,575.00	\$ 7,575.00
11/1/2039	\$ 303,000	\$ 72,000	5.000%	\$ 7,575.00	\$ 79,575.00
5/1/2040	\$ 231,000			\$ 5,775.00	\$ 5,775.00
11/1/2040	\$ 231,000	\$ 75,000	5.000%	\$ 5,775.00	\$ 80,775.00
5/1/2041	\$ 156,000			\$ 3,900.00	\$ 3,900.00
11/1/2041	\$ 156,000	\$ 77,000	5.000%	\$ 3,900.00	\$ 80,900.00
5/1/2042	\$ 79,000			\$ 1,975.00	\$ 1,975.00
11/1/2042	\$ 79,000	\$ 79,000	5.000%	\$ 1,975.00	\$ 80,975.00
	\$ 1,070,000			\$ 646,481.00	\$ 1,716,481.00

Budget Narrative
Fiscal Year 2025

REVENUES

Interest-Investments

The District earns interest on the monthly average collected balance for their trust accounts.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of CDD assessments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Administrative

Assessment Collection Cost

The District reimburses the Lee County Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The collection costs was based on a maximum of 2% of the anticipated assessment collections.

Principal Debt Retirement

The District pays regular principal payments annually to pay down/retire the debt.

Interest Expense

The District pays interest expense on the debt twice during the year.

Cypress Shadows
Community Development District

Supporting Budget Schedules
Fiscal Year 2025

Assessment Summary
Fiscal Year 2025 vs. Fiscal Year 2024

ASSESSMENT ALLOCATION

Assessment Area One- Series 2022												
Product	OM Units	DS Units	General Fund			Debt Service Series 2012			Total Assessments per Unit			
			FY 2025	FY 2024	Dollar Change	FY 2025	FY 2024		FY 2025	FY 2024	Dollar Change	Percent Change
Single Family 50'	78	78	\$ 1,969.43	\$ 1,578.01	\$ 391.42	\$ 486.76	\$ 486.76	\$ -	\$ 2,456.19	\$ 2,064.77	\$ 391.42	19%
Single Family 60'	46	46	\$ 2,363.31	\$ 1,893.61	\$ 469.70	\$ 638.87	\$ 638.87	\$ -	\$ 3,002.18	\$ 2,532.48	\$ 469.70	19%
Single Family 75'	33	33	\$ 2,954.14	\$ 2,367.02	\$ 587.12	\$ 790.98	\$ 790.98	\$ -	\$ 3,745.12	\$ 3,158.00	\$ 587.12	19%
	157	157										

Assessment Area Two- Series 2012												
Product	OM Units	DS Units	O&M Per Unit			Debt Service Series 2022			Total Assessments per Unit			
			FY 2025	FY 2024	Dollar Change	FY 2025	FY 2024		FY 2025	FY 2024	Dollar Change	Percent Change
Single Family 50'	119	119	\$ 1,969.43	\$ 1,578.01	\$ 391.42	\$ 640.00	\$ 640.00	\$ -	\$ 2,609.43	\$ 2,218.01	\$ 391.42	18%
Single Family 60'	133	133	\$ 2,363.31	\$ 1,893.61	\$ 469.70	\$ 840.00	\$ 840.00	\$ -	\$ 3,203.31	\$ 2,733.61	\$ 469.70	17%
Single Family 75'	32	32	\$ 2,954.14	\$ 2,367.02	\$ 587.12	\$ 1,040.00	\$ 1,040.00	\$ -	\$ 3,994.14	\$ 3,407.02	\$ 587.12	17%
	284	284										

10E.

The information below is strictly a summary based on information from the Florida Division of Elections Website. Any specific concerns should be addressed with the Candidate’s local Supervisor of Elections Office.

Qualifying to Run for Office

2024 Qualifying Period

Noon, Monday, June 10, 2024 – Noon, Friday, June 14, 2024.

Filing Documents

The candidate will file the following documents to qualify:

- **DE-DE 84** – Statement of Candidate.
- **DS-DE 9** – Appointment of Campaign Treasurer and Designation of Campaign Depository or Affidavit of Intention (Special District Candidate who does not intend to collect contributions or make expenditures).
- Voter Data File (Optional).

Qualifying Fee

\$25.00 – Can be paid by personal funds if not opening a campaign account (cash or personal check).

Qualifying by Petition

25 valid petitions. \$0.10 fee for each petition process. Qualifying fee required if petition requirement not reached.

Petition Form

DS-DE 104 Candidate Petition.

Petition Deadline

Noon, Monday, May 13, 2024.

Qualifying Documents

- **DS-DE 104** Candidate Petition.
- **Form 1** Statement of Financial Interest.

The deadline to submit petitions to the Supervisor of Elections is **Noon, Monday, May 13, 2024.** (Candidates must still qualify during the candidate qualifying period.) Please note that petitions may be submitted prior to the deadline. The District shall publish a notice of the qualifying period set by the Supervisor of Elections for each election at least two weeks prior to the start of the qualifying period. Contact the Supervisor of Elections for more specific information on qualifying by petition.

Lee County Supervisor of Elections

13180 South Cleveland Avenue

Fort Myers, Florida 33907

(941) 861-8600

www.lee.vote

**NOTICE OF QUALIFYING PERIOD FOR
CANDIDATES FOR THE BOARD OF SUPERVISORS
OF THE
CYPRESS SHADOWS COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the Office of Supervisor of the Cypress Shadows Community Development District will commence at noon on Monday, June 10, 2024, and close at noon on Friday, June 14, 2024. Candidates must qualify for the Office of Supervisor with the Lee County Supervisor of Elections located at 13180 South Cleveland Avenue, Fort Myers, Florida 33907 (941) 861-8600, www.lee.vote. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Sarasota County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

Cypress Shadows Community Development District has two Seats up for election, specifically Seats 1 and 3. Seats 1 and 3 carry a four-year term of office. Elections are nonpartisan and will be held at the same time as the General Election on November 5, 2024, in the manner prescribed by law for general elections.

For additional information, please contact the Lee County Supervisor of Elections.

Justin Faircloth
District Manager

10F

INFRAMARK MANAGEMENT SERVICES

2005 PAN AM CIR STE 120
TAMPA FL 33607

Lee County – Community Development Districts
FLORIDA

04/15/2024

NAME OF COMMUNITY DEVELOPMENT DISTRICT	NUMBER OF REGISTERED VOTERS AS OF 04/15/2024
Bonita Landing	388
Cypress Shadows	829
Corkscrew Farms	2,238
Kingston One	0
V-Dana	792

Tammy Lipa – Voice: 239-533-6329
Email: tlipa@lee.vote

Send to: Monica Alvarez monica.alvarez@inframark.com Phone: 813-873-7300 x325
cc: Brian Lamb brian.lamb@inframark.com Phone: 813-873-7300 x304
cc: Bryan Radcliff bryan.radcliff@inframark.com Phone: 813-873-7300 x 330

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Proposal

Proposal# SPN101529
Proposal Date: 4/23/2024
Valid Until: 5/23/2024

2801 N. Powerline Road
Pompano Beach, FL 33069
Tel 954-971-7350 Fax 954-975-0791

Customer # 352
Cypress Shadows CDD
C/O Inframark
2002 Pan Am Circle, Ste 300
Tampa, FL 33602
Tel: 813-873-7300 Fax:

Job Site: 7485
The Preserve at Corkscrew Dual 30 HP
c/o CDD
Estero, FL 33928
Tel: -- Contact: Justin Faircloth
Model# HC2F-30PDV-460/3-MR3L-Z

Nature of Service:

S/O -- Shutoff Valve Rebuild

Per Flowguard observation, The shutoff valve failed to close after a rain event and requires a rebuild in order for the station to operate as designed.

Hoover proposes to:

- Rebuild shutoff valve.
- Test and calibrate operational settings.

Sub Total: \$974.07

Grand Total: \$974.07

TERMS: Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. Collection costs, including attorney's fees, will be due in the event of nonpayment. Warranty of parts and workmanship for one year from date of installation in accordance with Hoover standard Warranty Terms and Conditions. Non-Flowguard stations will receive warranty for 90 days from the date of installation on workmanship and parts. Hoover will use care, but is not responsible for the repair of hardscape, non-located customer owned utilities, or landscape damaged in the course of performing work and accessing work areas.

Upon receipt of an executed agreement by mail or fax, we will schedule this work. Thank you.

Accepted By:
Hoover Pumping Systems, Corp.

Charles Gleason

Accepted By:
Cypress Shadows CDD

Signature/ Printed Name/ Date

4/23/24

Donald Luzzini, CDD Chair