

***CYPRESS SHADOWS  
Community Development  
District***

***April 4, 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 Jason Varble, District Engineer

## Meeting Agenda

Thursday, April 4, 2024, at 3:00 p.m.

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

- 
1. **Call to Order/Roll Call**
  2. **Approval of Agenda**
  3. **Public Comments on Agenda Items**
  4. **Reserve Study Update**
  5. **CES Updates**
    - A. March Pond Report
    - B. March Conservation Report
    - C. Pond 7 Aeration Proposal
    - D. CES Long Range Planning
  6. **Engineer's Report**
    - A. District Map Update
    - B. Roadway Repair Update
  7. **Attorney's Report**
    - A. Amendment to the Termination Agreement Update
    - B. Draft Stormwater Guidelines Discussion
  8. **Old Business**
    - A. Gatehouse Wall Repair Proposals
  9. **Chairperson's Comments**
  10. **New Business**
    - A. Gatehouse Operations Discussion
    - B. FY2025 Budget Discussion
    - C. Process for Solicitation of Bids for Management Services
    - D. Process for Solicitation of Bids for Gate Attendants
    - E. Lake Signage Discussion
    - F. Invoicing - La Jungla Credit
    - G. Hoover Pumping Proposal SPN101327

### 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  
Esteros, Florida 33928  
239-221-3321

**11. Manager's Report**

- A. Field Manager's Report
- B. Approval of the Minutes of the March 7, 2024, Meeting
- C. Acceptance of February 29, 2024 Financial Report
- D. Follow Up Items
  - i. Methodology Proposal Update
  - ii. Allied Universal 1-5 Year Budget Planning
  - iii. Hoover Pumping Service Report

**12. Supervisors' Requests or Comments**

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

**13. Audience Comments**

**14. Adjournment**

\*Next meeting is scheduled to be held Thursday, May 2, 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  
Esteros, Florida 33928  
239-221-3321

# **Fifth Order of Business**

**5A**

# Invoice & Report

**Community Environmental Services, LLC**

6900 Daniels Pkwy Suite 29-279  
 Fort Myers, Florida 33912  
 (239) 822-6087

**DATE:**  
 March 22, 2024

**INVOICE #**  
 TPACPM2403

**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
Three times (minimum) per month monitoring and maintenance of 17 stormwater detention ponds, aeration and fountain maintenance, pumpage readings, chloride testing and SFWMD reporting per bid specifications for The Preserve At Corkscrew. Service dates 3/20, 21			\$ 3,530.00
<b>Report</b>	<b>Aeration</b>	<b>Fountains</b>	
<b>Pond 1:</b> Foliar treatment with Round up Custom aquatic herbicide @ 3% (20 gallons) Species: Torp Grass, alligator flag, flat sedge	Working: Y	Working: Y - light wiring replaced	
<b>Pond 2:</b> Foliar treatment with Round up Custom aquatic herbicide @ 3% (10 gallons) Species: torp, alligator weed, alligator flag, dog fennel, climbing hemp vine	Working: Y	Working: N - the motor is no longer working or serviceable. A replacement quote is being prepared	
<b>Pond 3:</b> Foliar treatment with Round up Custom aquatic herbicide @ 3% (8 gallons) Species: Torp Grass, alligator weed, eastern cockspur	Working: Y		
<b>Pond 4:</b> Foliar treatment with Round up Custom aquatic herbicide @ 3% (83 gallons) Species: Torp Grass, alligator flag, alligator weed, hemp vine	Working: Y		
<b>Pond 5:</b> Foliar treatment with Round up Custom aquatic herbicide @ 3% (20 gallons) Species: torp, alligator weed, alligator flag, east cockspur, cattail, climbing hempvine, saltbush, dollar weed, BP, Carolina willow	Working: Y upgrade scheduled		
<b>Pond 6:</b> Foliar treatment with Round up Custom aquatic herbicide @ 3% (10 gallons) Species: Torp Grass, dollar weed, eastern cockspur, dog fennel, primrose, alligator weed	Working: Y		
<b>Pond 7:</b> Foliar treatment with Round up Custom aquatic herbicide @ 3% (15 gallons) Species: Torp Grass, primrose, BP, Carolina willow, dog fennel, rag weed, eastern cockspur, alligator weed	Working: Y		
<b>Pond 8:</b> Foliar treatment with Round up Custom aquatic herbicide @ 3% (5 gallons) Species: Torp Grass, eastern cockspur	Working: Y		
<b>Pond 9:</b> Foliar treatment with Round up Custom aquatic herbicide @ 3% (5 gallons) Species: Torp grass, east cockspur, climbing hemp vine, cattail	Working: Y		
<b>Pond 10:</b> Foliar treatment with Round up Custom aquatic herbicide @ 3% (2 gallons) Species: Torp Grass, Eastern cockspur	Working: Y		
<b>Pond 11:</b> Foliar treatment with Round up Custom aquatic herbicide @ 3% (15 gallons) Species: Torp Grass, Eastern cockspur cattails	Working: Y		
<b>Pond 12:</b> Foliar treatment with Round up Custom aquatic herbicide @ 3% (3 gallons) Species: Torp Grass, Eastern cockspur	Working: Y		
<b>Pond 13:</b> Foliar treatment with Round up Custom aquatic herbicide @ 3% (5 gallons) Species: Torp Grass, Eastern cockspur	Working: Y		
<b>Pond 14:</b> Foliar treatment with Round up Custom aquatic herbicide @ 3% (10 gallons) Species: Torp Grass, Eastern cockspur	Working: Y		
<b>Pond 15:</b> Foliar treatment with Round up Custom aquatic herbicide @ 3% (5 gallons) Species: Torp Grass, Eastern cockspur	Working: Y		
<b>Pond 16:</b> Foliar treatment with Round up Custom aquatic herbicide @ 3% (5 gallons) Species: Torp Grass, dollar weed, cockspur	Working: Y		
<b>Pond 17:</b> Foliar treatment with Round up Custom aquatic herbicide @ 3% (5 gallons) Species: Torp Grass, alligator weed, alligator flag, east cockspur	Working: Y		
<b>Berms:</b> next quarterly treatment scheduled for April			
<b>Total (net 30)</b>			<b>\$ 3,530.00</b>

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

**THANK YOU FOR YOUR BUSINESS!**

**5B**

**Community Environmental Services, LLC**

# INVOICE


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

**DATE:**  
March 14, 2024

**INVOICE #**  
TPACCE2403

**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
2024 March Conservation area maintenance. Service dates March 12, 13, 14	\$ 3,850.00
<b>Report for HOA and SFWMD:</b>	
<b>Unit 1 (50 acres) - Cut stump treatment with Triclopyr 4 @ 20% (30 oz) - brazilian pepper, Senegal date palm</b>	
<b>Unit 2C (50 acres) - Cut stump treatment with Triclopyr 4 @ 20% (28 oz) - brazilian pepper, Lygodium, melaleuca</b>	
<b>Unit 4 (50 acres) - Cut stump treatment with Triclopyr 4 @ 20% (20 oz) - brazilian pepper, Lygodium</b>	
<b>Unit 5 (50 acres) - Cut stump treatment with Triclopyr 4 @ 20% (27 oz) - brazilian pepper, Lygodium, melaleuca</b>	
	
<b>TOTAL</b>	<b>\$ 3,850.00</b>

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!**



**5C**

**Community Environmental Services, LLC**

# Proposal

Community Environmental Services, LLC  
 6900 Daniels Parkway Suite 29-279  
 Fort Myers, FL 33912

**DATE:**  
 March 25, 2024

**Proposal #**  
 TPACAE2403

**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
Aeration upgrades to pond 7. This will add 4 diffusers to the north end of the pond. A 50% deposit will be required.	
Deluxe cabinet with two fans with soundproofing	\$ 1,850.00
One 3/4 hp 230v SRC75 rocking piston compressor with 2 year warranty. Includes delivery and installation.	\$ 1,280.00
manifold casing	\$ 80.00
4-valve manifold	\$ 210.00
4 floats and lines	\$ 140.00
1260 feet of 5/8" weighted hose	\$ 3,370.00
4 diffuser/ballast kits	\$ 1,200.00
Soundproofing Air filter	\$ 130.00
Hardware	\$ 50.00
<b>SUBTOTAL</b>	\$ 8,310.00
<b>50% deposit</b>	\$ 4,155.00

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!**

**From:** jeff.ces@comcast.net <jeff.ces@comcast.net>  
**Sent:** Thursday, March 28, 2024 4:08 PM  
**To:** Faircloth, Justin <justin.faircloth@inframark.com>; Whitlock, Jacob <jacob.whitlock@inframark.com>  
**Cc:** 'Don Lozzi' <donlozzi@gmail.com>  
**Subject:** FW: Pond #7

---

Jacob,

The alternative of running a new electric service on the north side of pond 7 including boring under two driveways was well over \$10,000.

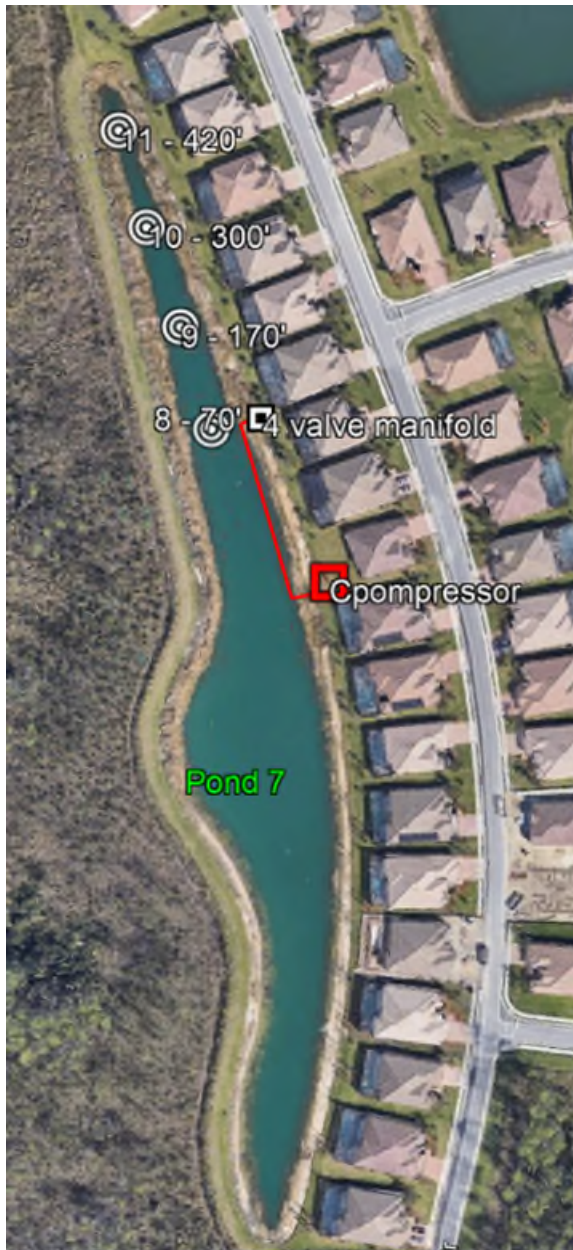
The attached proposal does not include electrical disconnect and hookup which will be around \$300. See below for more detail.

**From:** [jeff.ces@comcast.net](mailto:jeff.ces@comcast.net) <[jeff.ces@comcast.net](mailto:jeff.ces@comcast.net)>  
**Sent:** Monday, March 25, 2024 5:54 PM  
**To:** 'Don Lozzi' <[donlozzi@gmail.com](mailto:donlozzi@gmail.com)>  
**Subject:** RE: Pond #7

Don,

The best solution for Pond 7 is to use the existing middle easement for the compressor location running a single air hose to a 4 valve manifold 300 feet north of the cabinet. A proposal is attached.

We can address the middle of the pond utilizing the equipment already in place with some additions. The south end would be similar in cost to the north end. Pond 6 is also run from the same location and will need to be addressed as well in future planning. The current proposal leaves in place the existing compressor with two diffusers in pond 7 and one in pond 6.



*Jeff Key – Owner, Ecologist*

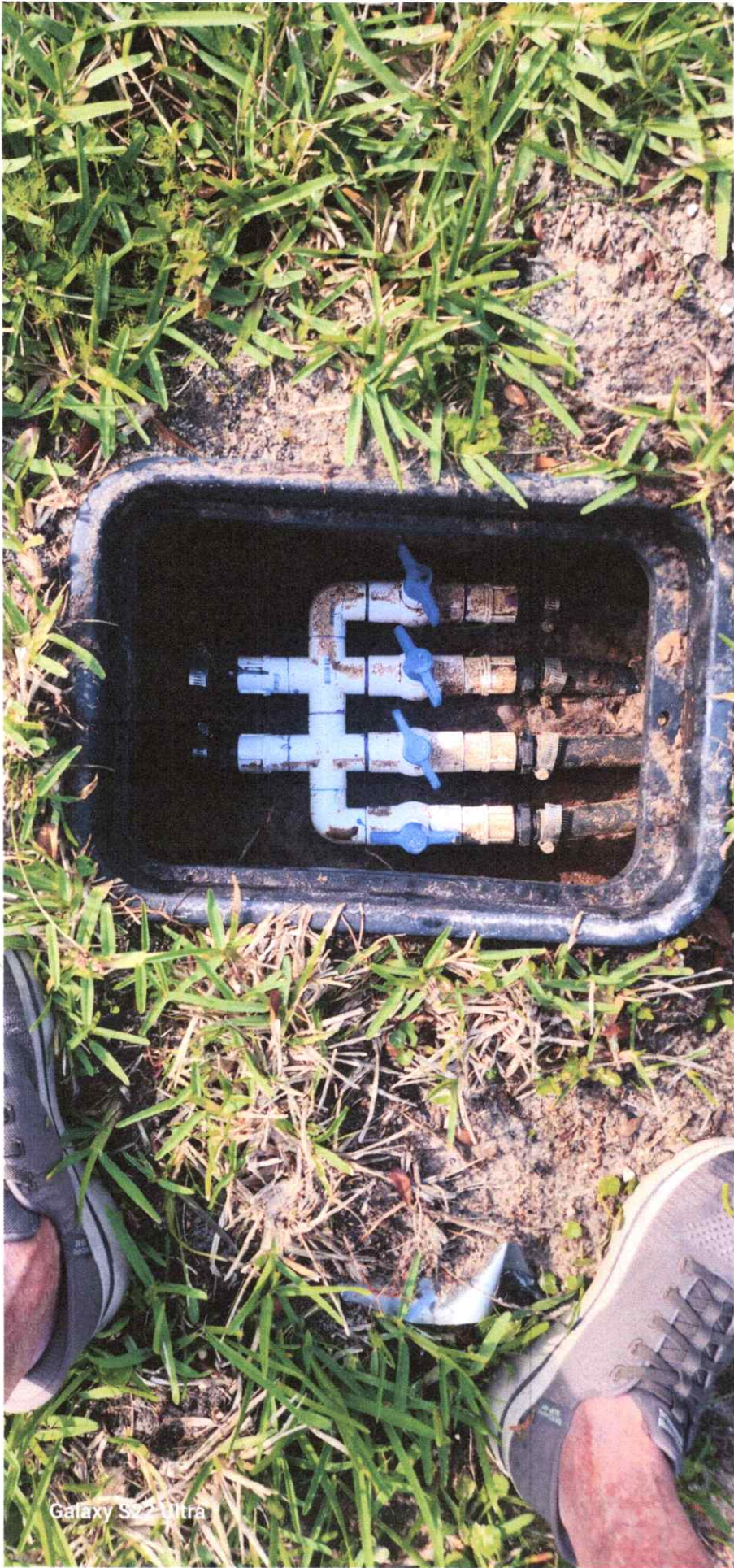
*Community Environmental Services  
6900 Daniels Pkwy  
Suite 29-279  
Fort Myers, FL 33912  
239-822-6087*







Galaxy S22 Ultra







**5D**

# 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.

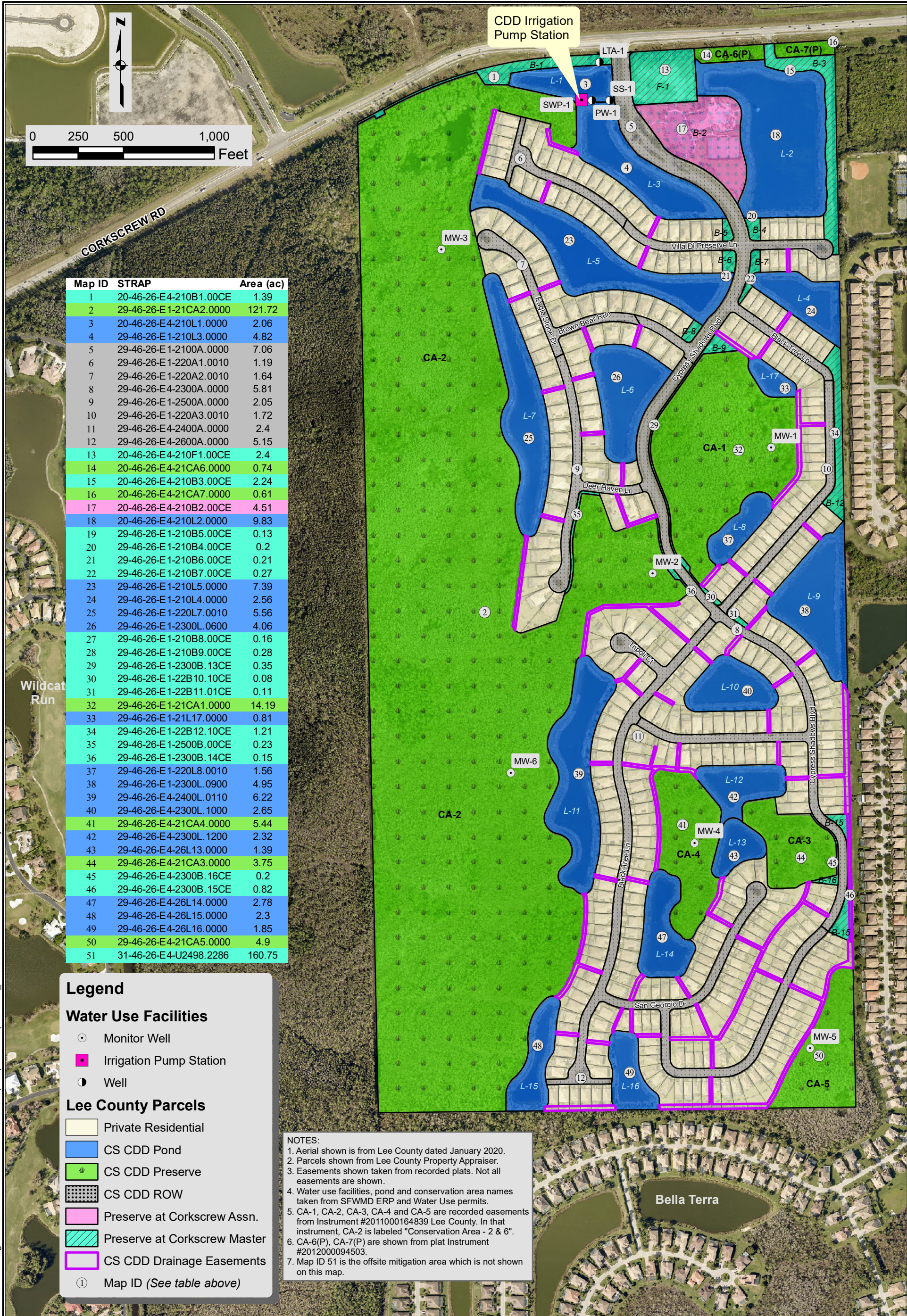
One other important aspect is proper aeration. The process of aeration is to place diffusers in the middle of ponds no less than 150 feet away from one another. The goal is to turn the water over at least once per day so that the amount of dissolved oxygen at the surface is roughly equal to the dissolved 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.

# **Sixth Order of Business**

**6A**



Map ID	STRAP	Area (ac)
1	20-46-26-E4-210B1.00CE	1.39
2	29-46-26-E1-21CA2.0000	121.72
3	20-46-26-E4-210L1.0000	2.06
4	29-46-26-E1-210L3.0000	4.82
5	29-46-26-E1-2100A.0000	7.06
6	29-46-26-E1-220A1.0010	1.19
7	29-46-26-E1-220A2.0010	1.64
8	29-46-26-E4-2300A.0000	5.81
9	29-46-26-E1-2500A.0000	2.05
10	29-46-26-E1-220A3.0010	1.72
11	29-46-26-E4-2400A.0000	2.4
12	29-46-26-E4-2600A.0000	5.15
13	20-46-26-E4-210F1.00CE	2.4
14	20-46-26-E4-21CA6.0000	0.74
15	20-46-26-E4-210B3.00CE	2.24
16	20-46-26-E4-21CA7.0000	0.61
17	20-46-26-E4-210B2.00CE	4.51
18	20-46-26-E4-210L2.0000	9.83
19	29-46-26-E1-210B5.00CE	0.13
20	29-46-26-E1-210B4.00CE	0.2
21	29-46-26-E1-210B6.00CE	0.21
22	29-46-26-E1-210B7.00CE	0.27
23	29-46-26-E1-210L5.0000	7.39
24	29-46-26-E1-210L4.0000	2.56
25	29-46-26-E1-220L7.0010	5.56
26	29-46-26-E1-2300L.0600	4.06
27	29-46-26-E1-210B8.00CE	0.16
28	29-46-26-E1-210B9.00CE	0.28
29	29-46-26-E1-2300B.13CE	0.35
30	29-46-26-E1-22B10.10CE	0.08
31	29-46-26-E1-22B11.01CE	0.11
32	29-46-26-E1-21CA1.0000	14.19
33	29-46-26-E1-21L17.0000	0.81
34	29-46-26-E1-22B12.10CE	1.21
35	29-46-26-E1-2500B.00CE	0.23
36	29-46-26-E1-2300B.14CE	0.15
37	29-46-26-E1-220L8.0010	1.56
38	29-46-26-E1-2300L.0900	4.95
39	29-46-26-E4-2400L.0110	6.22
40	29-46-26-E4-2300L.1000	2.65
41	29-46-26-E4-21CA4.0000	5.44
42	29-46-26-E4-2300L.1200	2.32
43	29-46-26-E4-26L13.0000	1.39
44	29-46-26-E4-21CA3.0000	3.75
45	29-46-26-E4-2300B.16CE	0.2
46	29-46-26-E4-2300B.15CE	0.82
47	29-46-26-E4-26L14.0000	2.78
48	29-46-26-E4-26L15.0000	2.3
49	29-46-26-E4-26L16.0000	1.85
50	29-46-26-E4-21CA5.0000	4.9
51	31-46-26-E4-U2498.2286	160.75

**Legend**

**Water Use Facilities**

- Monitor Well
- Irrigation Pump Station
- Well

**Lee County Parcels**

- Private Residential
- CS CDD Pond
- CS CDD Preserve
- CS CDD ROW
- Preserve at Corkscrew Assn.
- Preserve at Corkscrew Master
- CS CDD Drainage Easements
- ① Map ID (See table above)

**NOTES:**

- Aerial shown is from Lee County dated January 2020.
- Parcels shown from Lee County Property Appraiser.
- Easements shown taken from recorded plats. Not all easements are shown.
- Water use facilities, pond and conservation area names taken from SFWMD ERP and Water Use permits.
- CA-1, CA-2, CA-3, CA-4 and CA-5 are recorded easements from Instrument #2011000164839 Lee County. In that instrument, CA-2 is labeled "Conservation Area - 2 & 6".
- CA-6(P), CA-7(P) are shown from plat Instrument #2012000094503.
- Map ID 51 is the offsite mitigation area which is not shown on this map.

\\FTMS01\Drawings\2020\20203218-00\1\AcGIS\Ownership Map 2020-11 parcel IDs - 2.mxd Date: 2/12/2024 1:38:01 PM jlv



## **Seventh Order of Business**

**7B.**

**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.

Commented [MM7]: Will this work?

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

Commented [MM10]: Confirm cost allocation.

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

Commented [MM11]: Will this work?

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**

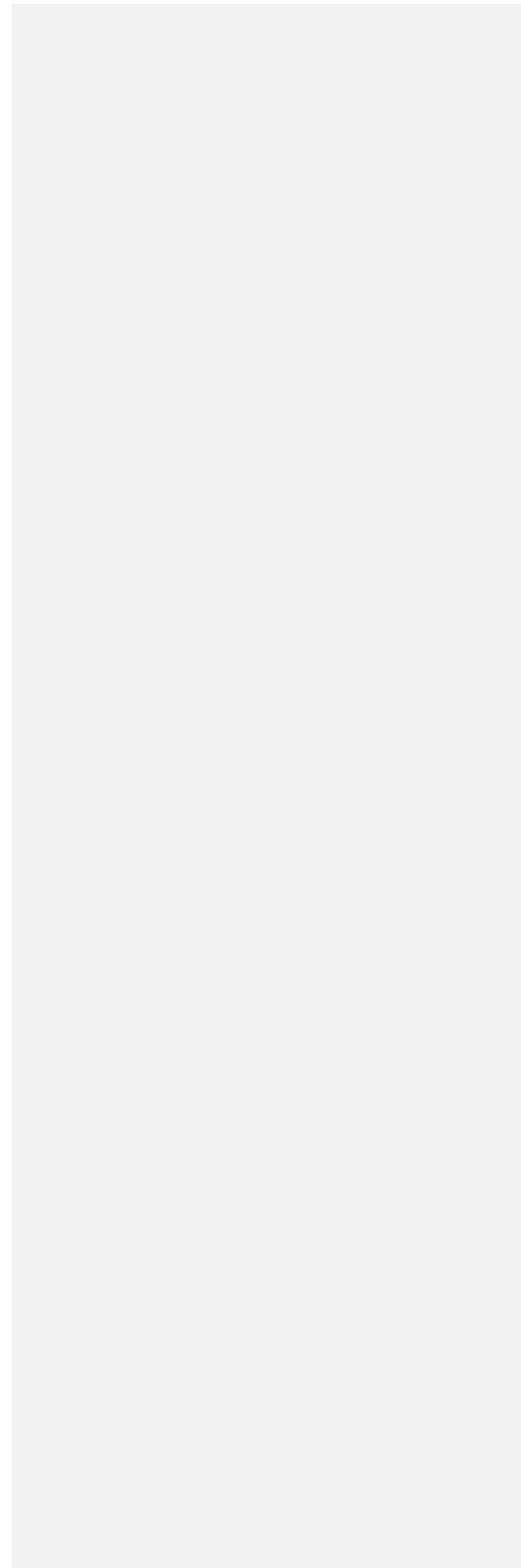
These Rules shall be effective upon their adoption.

- 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.

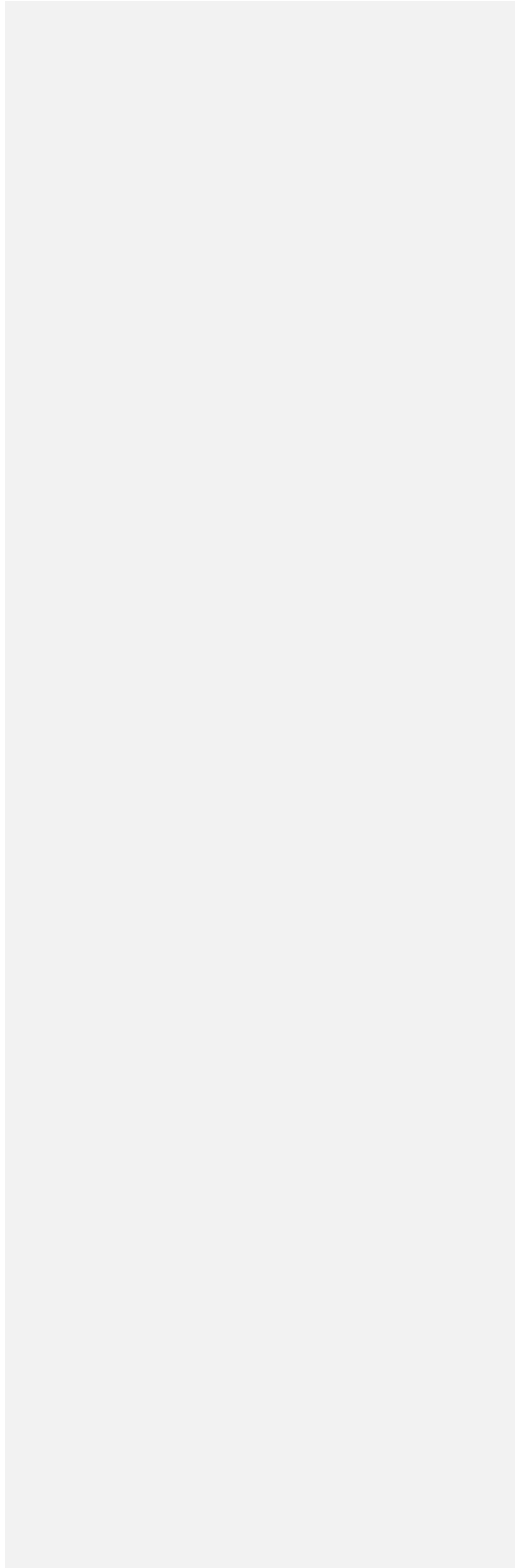
**LICENSOR:**

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

**LICENSEE:**

**CYPRESS SHADOWS COMMUNITY  
DEVELOPMENT DISTRICT**

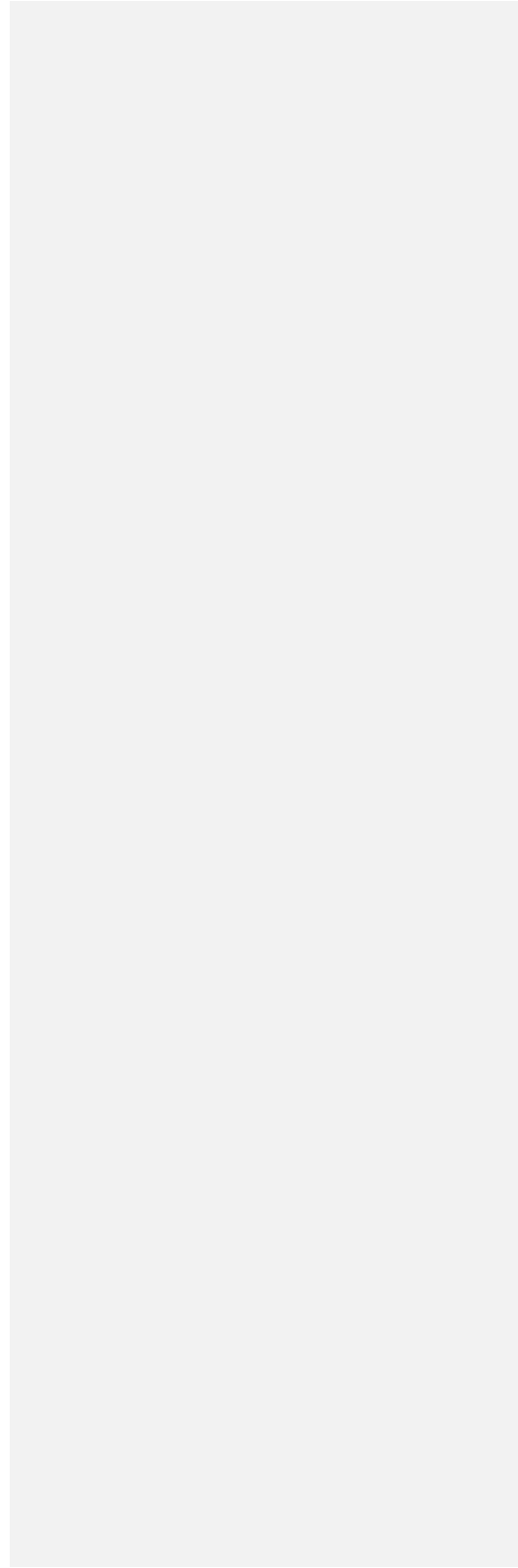
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Chairman / Vice Chairman



**EXHIBIT "A"**

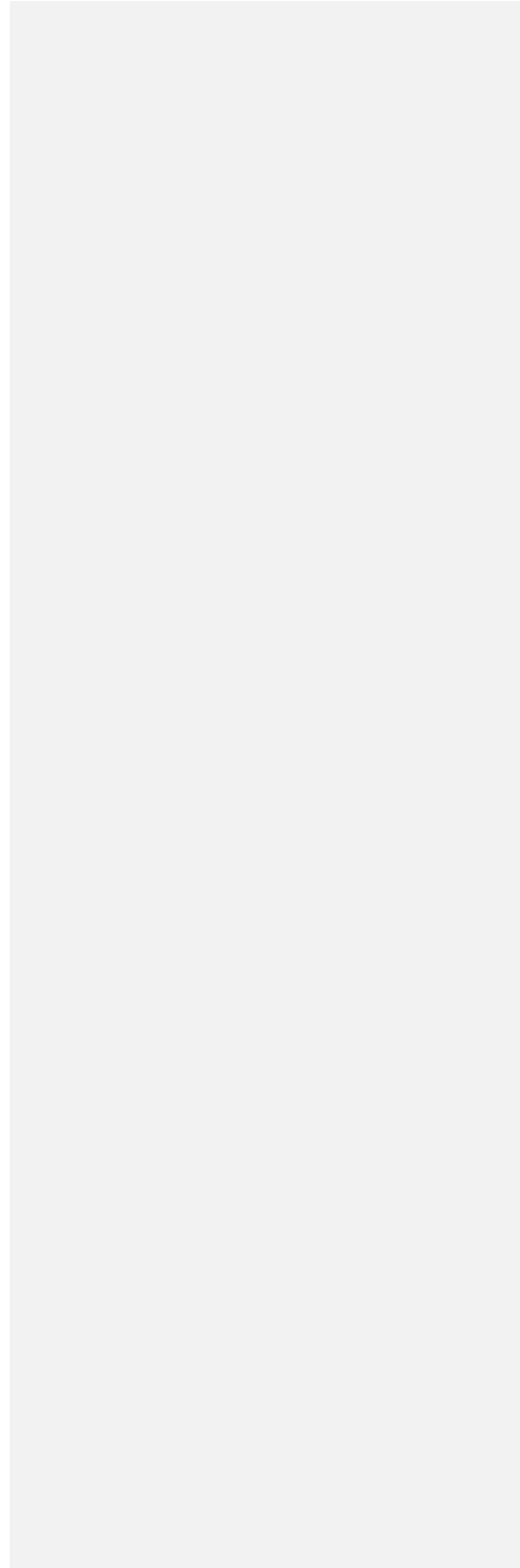
**Depiction of the Property and License Area**

*(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: \_\_\_\_\_

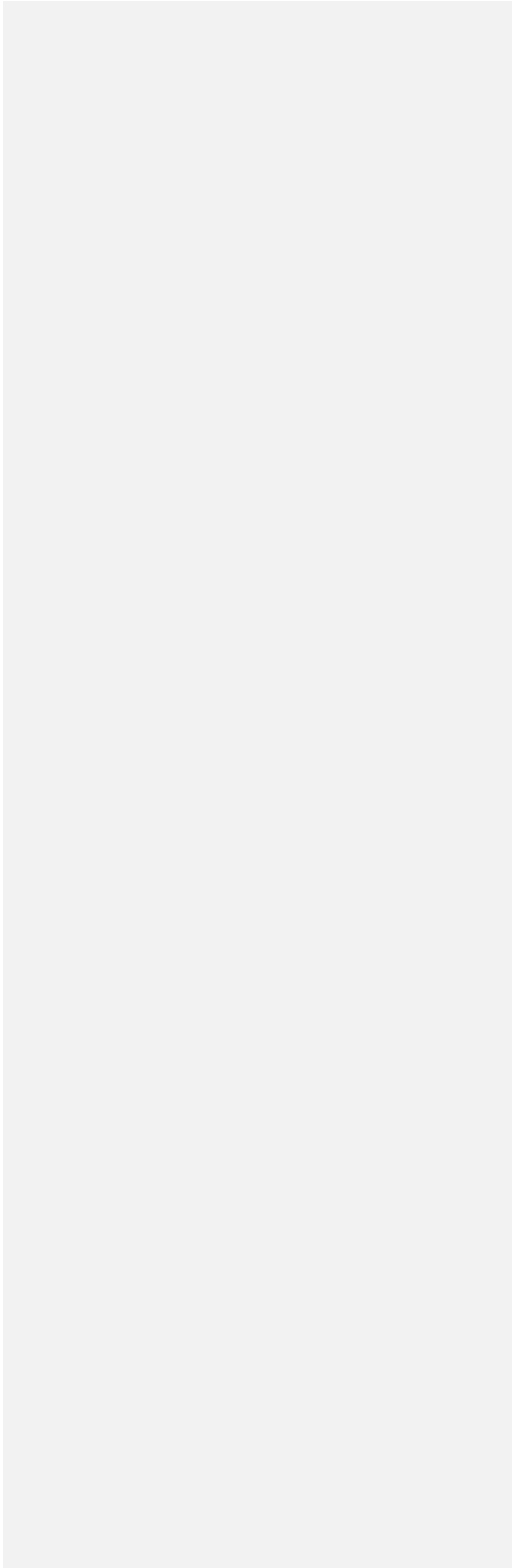
Chairman

**THE PRESERVE AT CORKSCREW MASTER ASSOCIATION, INC.**

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

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

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



## **TENTH ORDER OF BUSINESS**



**10B**

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

**Table of Contents**

	<u>Page #</u>
<b><u>OPERATING BUDGET</u></b>	
General Fund	
Summary of Revenues, Expenditures and Changes in Fund Balances .....	1 - 2
Exhibit A - Allocation of Fund Balances .....	3
Budget Narrative .....	4 - 7
<b><u>DEBT SERVICE BUDGETS</u></b>	
Series 2012	
Summary of Revenues, Expenditures and Changes in Fund Balances .....	8
Amortization Schedule .....	9 - 10
Budget Narrative .....	11
Series 2022	
Summary of Revenues, Expenditures and Changes in Fund Balances .....	12
Amortization Schedule .....	13 - 14
Budget Narrative .....	15
<b><u>SUPPORTING BUDGET SCHEDULES</u></b>	
Non-Ad Valorem Assessment Summary .....	16

---

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 2/29/24	March- 10/1/2024	PROJECTED FY 2024		BUDGET FY 2025
<b>REVENUES</b>						
Interest - Investments	\$ -	\$ 22,510	\$ -	\$ 22,510	0%	\$ -
Operations & Maintenance Assmts - On Roll	803,680	757,471	46,209	803,680	0%	998,824
Special Assmnts- Discounts	(32,146)	(29,606)	-	(29,606)	-8%	(39,953)
HOA Contributions	206,463	206,464	-	206,464	0%	-
Other Miscellaneous Revenues	-	-	-	-	0%	-
<b>TOTAL REVENUES</b>	<b>\$ 977,997</b>	<b>\$ 956,839</b>	<b>\$ 46,209</b>	<b>\$ 1,003,048</b>		<b>\$ 958,871</b>
<b>EXPENDITURES</b>						
<b>Administrative</b>						
P/R-Board of Supervisors	\$ 2,400	\$ 600	\$ 1,800	\$ 2,400	0%	\$ 2,400
ProfServ-Engineering	15,000	6,752	8,248	15,000	0%	15,000
ProfServ-Legal Services	15,000	14,350	650	15,000	0%	15,000
ProfServ-Mgmt Consulting	50,000	15,500	34,500	50,000	0%	51,500
ProfServ-Property Appraiser	441	451	-	451	2%	441
ProfServ-Trustee Fees	7,500	5,449	2,051	7,500	0%	7,500
Auditing Services	6,100	-	6,100	6,100	0%	6,100
Website Compliance	1,500	2,525	-	2,525	68%	1,500
Postage, Phone, Faxes, Copies	500	30	470	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%	19,976
Bank Fees	100	-	100	100	0%	100
Misc-Contingency	334	-	334	334	0%	334
Website Administration	1,500	637	863	1,500	0%	1,500
Annual District Filing Fee	175	175	-	175	0%	175
<b>Total Administrative</b>	<b>\$ 120,474</b>	<b>\$ 50,540</b>	<b>\$ 71,569</b>	<b>\$ 122,109</b>		<b>\$ 126,476</b>
<b>Gatehouse</b>						
Contracts-Security Services	220,000	77,727	142,273	220,000	0%	220,000
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	2,021	4,979	7,000	0%	7,000
<b>Total Gatehouse</b>	<b>\$ 231,000</b>	<b>\$ 79,784</b>	<b>\$ 151,216</b>	<b>\$ 231,000</b>		<b>\$ 231,000</b>
<b>Utility Services</b>						
Utility - Electric	\$ 120,000	\$ 43,531	\$ 76,469	\$ 120,000	0%	\$ 120,000
Utility - Reclaimed Irrigation	22,000	639	21,361	22,000	0%	22,000
<b>Total Utility Services</b>	<b>\$ 142,000</b>	<b>\$ 44,170</b>	<b>\$ 97,830</b>	<b>\$ 142,000</b>		<b>\$ 142,000</b>
<b>Field</b>						
ProfServ-Field Management	\$ 20,000	\$ 1,667	\$ 18,333	\$ 20,000	0%	\$ 20,000
Contracts-Preserve Maintenance	75,000	28,853	46,147	75,000	0%	46,200
Contracts - Landscape	115,000	24,931	90,069	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	11,586	18,414	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 2/29/24	March- 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	3,850	5,750	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	9,245	15,755	25,000	0%	25,000
Misc-Contingency	30,000	-	30,000	30,000	0%	30,000
<b>Total Field</b>	<b>\$ 330,000</b>	<b>\$ 98,804</b>	<b>\$ 234,868</b>	<b>\$ 333,672</b>		<b>\$ 304,872</b>
<b>Lakes and Ponds</b>						
Contracts-Water Mgmt Services	\$ 42,360	\$ 17,140	\$ 25,220	\$ 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	5,605	6,395	12,000	0%	12,000
Impr - Lake Bank Restoration	24,640	-	24,640	24,640	0%	24,640
<b>Total Lakes and Ponds</b>	<b>\$ 84,000</b>	<b>\$ 23,870</b>	<b>\$ 60,130</b>	<b>\$ 84,000</b>		<b>\$ 84,000</b>
<b>Capital Expenditures &amp; Projects</b>						
Capital Outlay - Aeration	20,000	7,010	12,990	20,000	0%	20,000
<b>Total Capital Expenditures &amp; Projects</b>	<b>\$ 20,000</b>	<b>\$ 7,010</b>	<b>\$ 12,990</b>	<b>\$ 20,000</b>		<b>\$ 20,000</b>
<b>Reserves</b>						
Reserve	50,523	12,956	37,567	50,523	0%	50,523
<b>Total Reserves</b>	<b>\$ 50,523</b>	<b>\$ 12,956</b>	<b>\$ 37,567</b>	<b>\$ 50,523</b>		<b>\$ 50,523</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 977,997</b>	<b>\$ 317,134</b>	<b>\$ 666,170</b>	<b>\$ 983,304</b>		<b>\$ 958,871</b>
Excess (deficiency) of revenues	\$ -	\$ 639,705	\$ (619,961)	\$ 19,744		\$ -
Net change in fund balance	\$ -	\$ 639,705	\$ (619,961)	\$ 19,744		\$ -
<b>FUND BALANCE, BEGINNING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 639,705</b>	<b>\$ -</b>		<b>\$ 19,744</b>
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ 639,705</b>	<b>\$ 19,744</b>	<b>\$ 19,744</b>		<b>\$ 19,744</b>

**Exhibit "A"**  
Allocation of Fund Balances

<b><u>AVAILABLE FUNDS</u></b>	<b><u>Amount</u></b>
Anticipated Fund Balance - Fiscal Year 2025	\$ 19,744
Net Change in Fund Balance - Fiscal Year 2025	-
Reserve Prior Year FY2024	578,923
Reserves - Fiscal Year 2025 Additions	50,523
<b>Total Funds Available (Estimated) - 9/30/2025</b>	<b>649,190</b>

**ALLOCATION OF AVAILABLE FUNDS**

***Assigned Fund Balance***

Operating Reserve (1)		239,718
Reserve - Prior Years thru 2024	358,949	
Reserve - (FY 2025)	<u>50,523</u>	409,472
	Subtotal	<u>649,190</u>

<b>Total Allocation of Available Funds</b>	<b>649,190</b>
<b>Total Unassigned (undesignated) Cash</b>	<b>\$ -</b>

**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.

<b>EXPENDITURES</b>
---------------------

**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	March-	PROJECTED	BUDGET
	FY 2024	2/29/2024	10/1/2024	FY 2024	FY 2025
<b>REVENUES</b>					
Interest - Investments	\$ -	\$ 4,424	\$ 5,000	\$ 9,424	\$ -
Special Assmnts - Tax Collector	220,320	196,773	23,547	220,320	221,160
Special Assmnts - Discounts	(8,813)	(7,871)	(942)	(8,813)	(8,846)
Special Assmnts - CDD Collected	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>\$ 211,507</b>	<b>\$ 193,326</b>	<b>\$ 27,605</b>	<b>\$ 220,931</b>	<b>\$ 212,314</b>
<b>EXPENDITURES</b>					
<i>Administrative</i>					
Misc-Assessmnt Collection Cost	4,406	3,935	471	4,406	4,423
<i>Total Administrative</i>	<u>\$4,406</u>	<u>\$3,935</u>	<u>\$471</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	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 210,362</b>	<b>\$ 137,794</b>	<b>\$ 72,568</b>	<b>\$ 210,362</b>	<b>\$ 211,708</b>
Excess (deficiency) of revenues					
Over (under) expenditures	1,145	55,532	(44,963)	10,569	606
<b>OTHER FINANCING SOURCES (USES)</b>					
Contribution to (Use of) Fund Balance	\$ 1,145	\$ -	\$ -	\$ -	\$ 606
<b>TOTAL OTHER SOURCES (USES)</b>	<b>\$ 1,145</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 606</b>
<b>Net change in fund balance</b>	<b>\$ 1,145</b>	<b>\$ 55,532</b>	<b>\$ (44,963)</b>	<b>\$ 10,569</b>	<b>\$ 1,212</b>
FUND BALANCE, BEGINNING	\$ -	\$ -	\$ 55,532	\$ -	\$ 10,569
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,145</b>	<b>\$ 55,532</b>	<b>\$ 10,569</b>	<b>\$ 10,569</b>	<b>\$ 11,781</b>
<b>PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT</b>					
	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**

<b>Period Ending</b>	<b>Outstanding Balance</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>
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	
				<b>\$ 2,685,000</b>	<b>\$ 2,907,222.62</b>	<b>\$ 5,592,222.62</b>



**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	March-	PROJECTED	BUDGET
	FY 2024	2/29/2024	10/1/2024	FY 2024	FY 2025
<b>REVENUES</b>					
Interest - Investments	\$ -	\$ 655	\$ 1,965	\$ 2,620	\$ -
Special Assmnts - Tax Collector	93,457	83,469	9,988	93,457	93,458
Special Assmnts - Discounts	(3,738)	(3,339)	(400)	(3,738)	(3,738)
Special Assmnts - CDD Collected	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>\$ 89,719</b>	<b>\$ 80,785</b>	<b>\$ 11,553</b>	<b>\$ 92,339</b>	<b>\$ 89,719</b>
<b>EXPENDITURES</b>					
<i>Administrative</i>					
Misc-Assessmnt Collection Cost	1,869	1,669	200	1,869	1,869
<i>Total Administrative</i>	<u>\$1,869</u>	<u>\$1,669</u>	<u>\$200</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	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 82,009</b>	<b>\$ 56,529</b>	<b>\$ 25,480</b>	<b>\$ 82,009</b>	<b>\$ 85,749</b>
Excess (deficiency) of revenues					
Over (under) expenditures	7,710	24,256	(13,926)	10,330	3,970
<b>OTHER FINANCING SOURCES (USES)</b>					
Contribution to (Use of) Fund Balance	\$ 7,710	\$ -	\$ -	\$ -	\$ 3,970
<b>TOTAL OTHER SOURCES (USES)</b>	<b>\$ 7,710</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,970</b>
<b>Net change in fund balance</b>	<b>\$ 7,710</b>	<b>\$ 24,256</b>	<b>\$ (13,926)</b>	<b>\$ 10,330</b>	<b>\$ 7,940</b>
FUND BALANCE, BEGINNING	\$ -	\$ -	\$ 24,256	\$ -	\$ 10,330
<b>FUND BALANCE, ENDING</b>	<b>\$ 7,710</b>	<b>\$ 24,256</b>	<b>\$ 10,330</b>	<b>\$ 10,330</b>	<b>\$ 18,270</b>
<b>PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT</b>					
	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**

<b>Period Ending</b>	<b>Outstanding Balance</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>
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
		<b>\$ 1,070,000</b>		<b>\$ 646,481.00</b>	<b>\$ 1,716,481.00</b>

**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	\$ 2,012.41	\$ 1,578.01	\$ 434.40	\$ 486.76	\$ 486.76	\$ -	\$ 2,499.17	\$ 2,064.77	\$ 434.40	21%
Single Family 60'	46	46	\$ 2,414.89	\$ 1,893.61	\$ 521.28	\$ 638.87	\$ 638.87	\$ -	\$ 3,053.76	\$ 2,532.48	\$ 521.28	21%
Single Family 75'	33	33	\$ 3,018.61	\$ 2,367.02	\$ 651.59	\$ 790.98	\$ 790.98	\$ -	\$ 3,809.59	\$ 3,158.00	\$ 651.59	21%
	<b>157</b>	<b>157</b>										

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	\$ 2,012.41	\$ 1,578.01	\$ 434.40	\$ 640.00	\$ 640.00	\$ -	\$ 2,652.41	\$ 2,218.01	\$ 434.40	20%
Single Family 60'	133	133	\$ 2,414.89	\$ 1,893.61	\$ 521.28	\$ 840.00	\$ 840.00	\$ -	\$ 3,254.89	\$ 2,733.61	\$ 521.28	19%
Single Family 75'	32	32	\$ 3,018.61	\$ 2,367.02	\$ 651.59	\$ 1,040.00	\$ 1,040.00	\$ -	\$ 4,058.61	\$ 3,407.02	\$ 651.59	19%
	<b>284</b>	<b>284</b>										

**10G**



# Proposal

Proposal# SPN101327  
 Proposal Date: 3/7/2024  
 Valid Until: 4/6/2024

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: 239-381-7999 Contact: Justin Faircloth  
 Model# HC2F-30PDV-460/3-MR3L-Z

Nature of Service:

**S/O -- Install UPS - Uninterruptible Power Supply**

During our recent visit, our Hoover Technician observed this station appears to be subject to power quality issues such as power interruptions, voltage sags, and spikes. The UPS will protect the high value electronics from these power events. The UPS will provide conditioned power for an hour for the modem and controller to continue to operate during a power outage. The installation of the UPS system will extend the life of the modem and controller electronics and will reduce service interruptions caused by brief power outages and voltage transients. For Flowguard systems the UPS will also allow for recording and e-mail notification of power outage events.

Hoover proposes to:

- Removed failed UPS And backup battery.
- Furnish and install an industrial uninterruptible power supply (UPS) for the system controller and modem in order to mitigate some of these problems.
- 24 VDC UPS controller, UL .
- 24 VDC minimum 1.3 Amp-hour battery power to PLC and modem.
- Electrical schematic update.
- Startup, calibration and test operation.

Although addition of a UPS will improve the reliability and availability of the system, be aware that no UPS system will completely protect equipment from a direct or nearby lightning strike, and that Hoover does not guarantee any attached equipment against damage from incoming power problems. Note that the UPS system does not directly protect the pump motors.

**Sub Total: \$1,092.54**

---

**Grand Total: \$1,092.54**

**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. 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.

Accepted By:  
 Hoover Pumping Systems, Corp.

Accepted By:  
 Cypress Shadows CDD





# Proposal

Proposal# SPN101327  
Proposal Date: 3/7/2024  
Valid Until: 4/6/2024

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

A handwritten signature in blue ink that reads "Charles J. Gleason Jr.".

---

Charles Gleason

---

Signature/ Printed Name/ Date

## **Eleventh Order of Business**

**11A.**



# Cypress Shadows CDD

---

March 26th, 2024 – Field Management Report



[www.inframarkims.com](http://www.inframarkims.com)

Inspected by: Jacob Whitlock

## 1. Lake Management

Water levels are higher than previous inspection. Additional lake maintenance information is found below; all lake issues are low density unless otherwise noted.

### a. Aeration/Fountains:

#### i. Aeration: No issues observed.



#### ii. Lake Fountains: Lake 2 fountain is inoperative. Lake 1 fountain is operating as designed.



### b. Algae on Lakes: Mostly in littoral areas and around plantings. Lakes 1, 6, 10, 12, 13, 14, 15, 16 and 17

c. Littorals:

- i. Canna plantings on the north end of lake 3 are faring well.



d. Rocks: No issues observed.

e. Weeds: Fennel in Lake 1.

- i. Alligator weed in Lakes: No issues observed.
- ii. Cattails in Lakes: No issues observed.
- iii. Climbing Hemp Vine in Lakes: No issues observed.
- iv. Dollar Weed in Lakes: Lake 1.



- v. Hydrilla in Lakes: No issues observed.
- vi. Muskgrass (Chara) in Lakes: No issues observed.
- vii. Palms on Lake Banks: No issues observed.
- viii. Sedges in Lakes: No issues observed.
- ix. Spatterdock/Lily Pads in Lakes: No issues observed.
- x. Torpedo Grass in Lakes: Lakes 1, 6, 9, 12, 13, 14, and 15.

f. Grass Clippings in Lakes: See 6. C.

g. Trash in Lakes: Lakes 3,4,6,7,10,15, and 16



**h. Illicit Discharge:** No new issues observed.

**2. Gates/fences.** Chairman toured the property with the HOA staff. They viewed the perimeter fence, and the Chairman provided photographs showing example of locations where people or animal have been pushing through the fence and separating the mesh from the top rail. Chairman informed me that he is looking into hardware for a possible fix before getting bids fencing contractors.



3. Guardhouse

No New issues observed.







Per Board instruct, the street signs in the front of the community near the east monument were moved to behind the guard for temporary storage. La Jungla staff assisted me with moving the signs with authorization from Lorenzo.



#### 4. Vendors On-site

La Jungla was on-site.

#### 5. Preserves

No issues observed.

##### a. Plants

- i. **Air Potato:** No issues observed.
- ii. **Balsam Apple:** No issues observed.
- iii. **Caesar's Weed:** No issues observed.

##### b. Trees

- i. **Brazilian Pepper:** No issues observed. Will continue to monitor.
- ii. **Long Ear Leaf Acacia:** No issues observed. Will continue to monitor.
- iii. **Melaleuca:** No issues observed.

- c. **Trash in Preserves:** No issues observed.

## 6. Roadways

- i. Just west of the intersection of Black Tree and Cypress Shadows Blvd. Roadway Appears to be rippling/shoving. This area has worsened since last inspection. District Engineer is developing scope for RFP. Will continue to monitor.



- ii. Other examples of rippling/shoving on Cypress Shadows Blvd. Noted on previous reports. These appear to be slightly worse than previously reported. District Engineer is developing scope for RFP. Will continue to monitor.



- a. **Fire Hydrants:** No issues noted during inspection.
- b. **Crosswalks:** No issues noted during inspection.
- c. **Gutters:** Street drain near community entry has clippings in it and there are weeds growing against the curb. Landscaping vendor to be contacted by field management.



- d. **Light Poles:** No new issues observed.
- e. **Pavers:** No issues noted during inspection.
- f. **Right of Way Plantings:** No issues observed.
- g. **Roadway Surface:** See 7i.

8. **Signage:** No new issues observed.

## 9. Sidewalks

- a. **Sidewalks:** No issues observed.

## 10. Stormwater System

- a. **Bulkheads:** No issues observed.
- b. **Bridges:** No issues observed.
- c. **Canals:** No issues observed.
- d. **Catch Basins:** No new issues observed.
- e. **Drains:**
  - i. No issues observed.
- f. **Interconnect Pipes:** No new issues observed.
- g. **Overflow Weirs/Control Structures:**
  - i. The structures were not flowing.

## 11. 10. Wells/Irrigation

- a. **Pump station (#1)** No issues observed.

## 12. Residential Complaints/Concerns

HOA staff informed me that residents are stating to her that they want more wildlife and alligator warning signs placed around the community.



### 13. Fish/Wildlife Observations:

- |                                             |                                                      |                                               |                                          |
|---------------------------------------------|------------------------------------------------------|-----------------------------------------------|------------------------------------------|
| <input type="checkbox"/> Bass               | <input type="checkbox"/> Bream                       | <input type="checkbox"/> Catfish              | <input type="checkbox"/> Gambusia        |
| <input type="checkbox"/> Egrets             | <input checked="" type="checkbox"/> Herons           | <input type="checkbox"/> Coots                | <input type="checkbox"/> Gallinules      |
| <input checked="" type="checkbox"/> Anhinga | <input type="checkbox"/> Cormorant                   | <input type="checkbox"/> Osprey               | <input checked="" type="checkbox"/> Ibis |
| <input type="checkbox"/> Woodstork          | <input type="checkbox"/> Otter                       | <input checked="" type="checkbox"/> Alligator | <input type="checkbox"/> Snakes          |
| <input checked="" type="checkbox"/> Turtles | <input type="checkbox"/> Other Species: <u>Ducks</u> |                                               |                                          |

### 14. Non CDD Items

The power box between lakes 1 and 3 is rusting on joints and seams. The edges are falling apart and disintegrating. The foundation pad under the power box is tilting forward as if the pad is sinking. Board may wish to have field management contact FPL to see if maintenance and/or repair is scheduled for the equipment on preserve property.





**11B.**

**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, March 7, 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
Timothy McElmury	Assistant Secretary

Also present were:

Justin Faircloth	District Manager
Jordan Varble	District Engineer
Jacob Whitlock	Assistant District Manager, Inframark
Mark Zordan	Johnson Engineering
Matthew Maracallo	Reserve Advisors
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. A quorum was established.

**SECOND ORDER OF BUSINESS** **Approval of Agenda**

The following amendments were requested:

- The *Manager’s Report* should be moved before the *Attorney’s Report*.
- *Consideration of La Jungla Amendment* should be placed as Item C under the *Attorney’s Report*.

There being no further amendments,

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

41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74

**THIRD ORDER OF BUSINESS** **Public Comments on Agenda Items**

- Various comments were received regarding the Financial Report.

**FOURTH ORDER OF BUSINESS** **Reserve Study Discussion**

- Mr. Maracallo of Reserve Advisors reviewed the Reserve Study with the Board, and responded to questions.
- The Board requested the Study be revised to include the gatehouse, the reserve amount contributions updated in five-year periods, and the District’s latest asset map.
- Mr. Faircloth noted he would send Mr. Maracallo a copy of the latest District map.
- Mr. Maracallo also stated Reserve Advisors would supply an Excel spreadsheet which may be adjusted going forward for the District to use.
- The Board agreed to send any other changes to Mr. Faircloth for submission to Reserve Advisors. The updated draft will be presented at the May 2, 2024 meeting.
- Mr. Varble noted that the monument signs should be removed from the Study.

**FIFTH ORDER OF BUSINESS** **CES Updates**

- A. February Pond Report**
- B. February Conservation Report**

The CES reports were presented for review by the Board.

- Mr. Whitlock was notified the aeration in Lake 5 did not appear to be working.
- Mr. Whitlock was requested to inquire about the reason for the floats above the aeration diffusers in the lakes.
- Mr. Lozzi noted the aeration proposal requested for Lake 7 is not yet ready from CES, as they are having difficulty in obtaining boring pricing.

**SIXTH ORDER OF BUSINESS** **Engineer’s Report**

- A. District Map Update**

- Mr. Varble discussed the updated District map and responded to questions.



- 75 **B. Roadway Repair Update**
- 76 • Mr. Varble discussed the progress in developing the RFP for the roadway repairs,
- 77 and noted it was being reviewed by Mr. Urbancic presently.
- 78 • Mr. Varble introduced Mr. Zordan, and noted he would be assisting Johnson
- 79 Engineering with various items going forward.

80 *The record shall reflect Mr. Varble and Mr. Zordan exited the meeting.*

81

82 **SEVENTH ORDER OF BUSINESS** **Manager’s Report**

83 **A. Field Manager’s Report**

84 Mr. Whitlock reviewed the report with the Board.

- 85 • The Board requested the roadway signage not being used and replaced by
- 86 temporary roadway signage be placed behind bushes for safe keeping until the road
- 87 construction is completed.

88 **i. Inframark Field Management Discussion**

- 89 • Upon discussion, the Board agreed to keep the monthly inspections going forward
- 90 with Inframark at present. The Board requested vendors be asked to inform staff
- 91 when they will be on site to complete projects, not just regular service.

92 **B. Approval of the Minutes of the February 1, 2024 Meeting.**

93 Mr. Faircloth requested any additions, corrections or deletions.

94 There being none,

95

96 On MOTION by Mr. Liberto, seconded by Mr. McElmury, with all  
97 in favor, the Minutes of the February 1, 2024 Meeting were  
98 approved, as presented. (5-0)

99

100 **C. Acceptance of January 31, 2024 Financial Report**

101 The January 31, 2024 Financial Report was presented for the Board’s review and approval.

- 102 • The Board requested the Cash & Investment Report break out reserve funds
- 103 separately going forward.
- 104 • Mr. Liberto asked staff to inquire when the 2011 Debt Service Fund could be closed
- 105 out and removed from the Financial Report.

106

107 On MOTION by Mr. Lozzi, seconded by Mr. Schneider, with all in  
108 favor, the January 31, 2024 Financial Report was accepted. (5-0)

109

- 110                    **i.        Inframark Invoicing Discussion**
- 111                    •        Mr. Faircloth noted Invoice 10101 was approved for September 2023, as well as
- 112                    Invoice 104624, and a credit will be applied to the various invoices being held for
- 113                    Inframark.
- 114                    •        Mr. Faircloth noted Inframark invoices were being held because they were invoicing
- 115                    less than the contracted amount, and management was notified to correct the
- 116                    invoicing.
- 117                    •        Mr. Faircloth and Mr. Whitlock answered various questions regarding invoicing, and
- 118                    explained workflows and the process for invoice approval.

119                    **D.        Consideration of Resolution 2024-02, for the 2024 General Election**

120  
121  
122  
123  
124  
125  
126  
127

On MOTION by Mr. Liberto, seconded by Mr. Lozzi, with all in favor, Resolution 2024-02, Confirming the District’s Use of the Lee County Supervisor of Elections to Continue Conducting the District’s Election of Supervisors in Conjunction with the General Election, was adopted (5-0)

- 128                    **E.        Follow-Up Items**
- 129                    **i.        Methodology Proposals**
- 130                    •        The Board tabled this discussion to the next meeting, and requested staff find out
- 131                    whether the vendor would provide samples of their work.

132                    **ii.        Gatehouse Wall Repair Proposals**

133  
134  
135  
136  
137  
138

On MOTION by Mr. Lozzi, seconded by Mr. Schneider, with all in favor, gatehouse wall repair proposals shall be coded to Field-Misc-Contingency. (5-0)

- 139                    **iii.        Website Update**
- 140                    Mr. Faircloth noted the website had been updated as requested by the Board.

141  
142                    **EIGHTH ORDER OF BUSINESS                    Attorney’s Report**

- 143                    **A.        Amendment to the Termination Agreement Update**
- 144                    Mr. Faircloth noted that the attorney had not heard anything on the agreement.

- 145                    **B.        Stormwater Guidelines Update**
- 146                    Mr. Faircloth commented that the draft provisions had recently been sent to him for review
- 147                    and they would be placed on the next agenda for consideration by the Board.

148 **C. Consideration of La Jungla Amendment**

149

150 On MOTION by Mr. Liberto, seconded by Mr. Schneider, with all in  
151 favor, the amendment was approved. (5-0)

152

153 **NINTH ORDER OF BUSINESS** **Old Business**

154 **A. Gatehouse Rules & Signage**

- 155 • Discussion ensued on the signage installed at the gatehouse by the HOA. It was noted that
- 156 the HOA did not obtain prior authorization to install the signage.

157

158 On MOTION by Mr. Schneider, seconded by Mr. Liberto, with all in  
159 favor, to have the HOA remove the signage affixed to the gatehouse wall  
160 and any damage repaired at their cost was approved. (5-0)

161

162 **TENTH ORDER OF BUSINESS** **Chairperson’s Comments**

163 There being no requests or comments, the next item followed.

164 **ELEVENTH ORDER OF BUSINESS** **New Business**

165 There being no new business, the next order of business followed.

166

167 **TWELFTH ORDER OF BUSINESS** **Supervisors’ Requests or Comments**

168 **A. Supervisor Schneider**

169 There being no requests or comments, the next item followed.

170 **B. Supervisor Liberto**

171 There being no requests or comments, the next item followed.

172 **C. Supervisor McElmury**

173 **i. Gatehouse Attendants**

- 174 • Mr. McElmury discussed the possibility of transferring responsibility for the
- 175 gatehouse attendants to the HOA. The Board requested this item be included on the
- 176 next agenda for discussion.

177 **ii. Wednesday Meeting Discussion**

- 178 • Mr. Lozzi and Mr. Schneider noted they could not attend a Wednesday meeting.

179 **D. Supervisor Provinzino**

180 There being no requests or comments, the next order of business followed.

181

182 **THIRTEENTH ORDER OF BUSINESS** **Audience Comments**

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

184

185 **FOURTEENTH ORDER OF BUSINESS** **Adjournment**

186 There being no further business,

187

188  
189  
190  
191  
192  
193  
194  
195  
196  
197

On MOTION by Mr. McElmury, seconded by Mr. Provinzino, with all in favor, the meeting was adjourned at 6:50 p.m. (5-0)

---

Don Lozzi  
Chairperson

**11C**

**7 nalfYgg'G\ UXck g'**  
**Community Development District**

**Financial Report**

*February 29, 2024*

Prepared by:



**7ndfYgg'G\ UXck g'**  
 Community Development District

---

**Table of Contents**

**FINANCIAL STATEMENTS**

Balance Sheet - All Funds .....	Page 1-2
Statement of Revenues, Expenditures and Changes in Fund Balances	
General Fund .....	Pages 3 - 4
Debt Service Fund .....	Page 5-7

**SUPPORTING SCHEDULES**

Bank Reconciliation .....	Page 8 - 9
Cash and Investment Report .....	Page 10
Expense Trend Report .....	Page 11 - 12
Payment Register by Bank Account .....	Pages 13
Reserves Cash Flows Statement .....	Pages 14

**7ndfYgg'G\UXck g'**  
**Community Development District**

**Financial Statements**

(Unaudited)

*February 29, 2024*



**CYPRESS SHADOWS COMMUNITY DEVELOPMENT DISTRICT**

**Balance Sheet**

As of February 29, 2024

(In Whole Numbers)

<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND</u>	<u>SERIES 2011 DEBT SERVICE FUND</u>	<u>SERIES 2012 DEBT SERVICE FUND</u>	<u>SERIES 2022 DEBT SERVICE FUND</u>	<u>TOTAL</u>
<b><u>ASSETS</u></b>					
Cash In Bank	\$ 1,178,175	\$ -	\$ -	\$ -	\$ 1,178,175
Cash in Transit	5,879	-	4,900	2,078	12,857
Accounts Receivable	875	-	-	-	875
Due From Other Funds	-	2,445	-	-	2,445
Investments:					
Reserve Fund	-	-	158,040	8,785	166,825
Revenue Fund	-	-	310,256	90,453	400,709
<b>TOTAL ASSETS</b>	<b>\$ 1,184,929</b>	<b>\$ 2,445</b>	<b>\$ 473,196</b>	<b>\$ 101,316</b>	<b>\$ 1,761,886</b>
<b><u>LIABILITIES</u></b>					
Accounts Payable	\$ 24,816	\$ -	\$ -	\$ -	\$ 24,816
Accrued Expenses	11,843	-	-	-	11,843
Due To Other Funds	1,205	-	1,071	295	2,571
<b>TOTAL LIABILITIES</b>	<b>37,864</b>	<b>-</b>	<b>1,071</b>	<b>295</b>	<b>39,230</b>

**CYPRESS SHADOWS COMMUNITY DEVELOPMENT DISTRICT**

**Balance Sheet**

As of February 29, 2024

*(In Whole Numbers)*

<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND</b>	<b>SERIES 2011 DEBT SERVICE FUND</b>	<b>SERIES 2012 DEBT SERVICE FUND</b>	<b>SERIES 2022 DEBT SERVICE FUND</b>	<b>TOTAL</b>
<b><u>FUND BALANCES</u></b>					
Restricted for:					
Debt Service	-	2,445	472,125	101,021	575,591
Assigned to:					
Reserves - Capital Projects	528,400	-	-	-	528,400
Unassigned:	618,665	-	-	-	618,665
<b>TOTAL FUND BALANCES</b>	<b>1,147,065</b>	<b>2,445</b>	<b>472,125</b>	<b>101,021</b>	<b>1,722,656</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,184,929</b>	<b>\$ 2,445</b>	<b>\$ 473,196</b>	<b>\$ 101,316</b>	<b>\$ 1,761,886</b>

**CYPRESS SHADOWS COMMUNITY DEVELOPMENT DISTRICT**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
 For the Period Ending February 29, 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
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ 22,511	\$ 22,511	0.00%
Special Assmnts- Tax Collector	803,680	757,471	(46,209)	94.25%
Special Assmnts- Discounts	(32,146)	(29,606)	2,540	92.10%
HOA Contributions	206,463	206,464	1	100.00%
<b>TOTAL REVENUES</b>	<b>977,997</b>	<b>956,840</b>	<b>(21,157)</b>	<b>97.84%</b>

**EXPENDITURES**

**Administration**

P/R-Board of Supervisors	2,400	600	1,800	25.00%
ProfServ-Engineering	15,000	6,752	8,248	45.01%
ProfServ-Legal Services	15,000	14,350	650	95.67%
ProfServ-Mgmt Consulting	50,000	15,500	34,500	31.00%
ProfServ-Property Appraiser	441	451	(10)	102.27%
ProfServ-Trustee Fees	7,500	5,449	2,051	72.65%
Auditing Services	6,100	-	6,100	0.00%
Website Compliance	1,500	2,525	(1,025)	168.33%
Postage, Phone, Faxes, Copies	500	30	470	6.00%
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	637	863	42.47%
Annual District Filing Fee	175	175	-	100.00%
<b>Total Administration</b>	<b>120,474</b>	<b>50,540</b>	<b>69,934</b>	<b>41.95%</b>

**Utility Services**

Utility - Electric	120,000	43,531	76,469	36.28%
Utility - Reclaimed Irrigation	22,000	639	21,361	2.90%
<b>Total Utility Services</b>	<b>142,000</b>	<b>44,170</b>	<b>97,830</b>	<b>31.11%</b>

**CYPRESS SHADOWS COMMUNITY DEVELOPMENT DISTRICT**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
 For the Period Ending February 29, 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
<b><u>Field</u></b>				
ProfServ-Field Management	20,000	1,667	18,333	8.34%
Contracts-Preserve Maintenance	75,000	28,853	46,147	38.47%
Contracts - Landscape	115,000	24,931	90,069	21.68%
Insurance -Property & Casualty	15,000	18,672	(3,672)	124.48%
R&M-Irrigation	30,000	11,586	18,414	38.62%
Street Sweeping Services	1,800	-	1,800	0.00%
Contracts-Preserve Monitoring & Well Replacments	9,600	3,850	5,750	40.10%
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	-	30,000	0.00%
<b>Total Field</b>	<b>330,000</b>	<b>98,804</b>	<b>231,196</b>	<b>29.94%</b>
<b><u>Gatehouse</u></b>				
Contracts-Security Services	220,000	77,727	142,273	35.33%
Telephone/Fax/Internet Services	1,000	-	1,000	0.00%
Utility - Water	3,000	36	2,964	1.20%
R&M-Gate	7,000	2,021	4,979	28.87%
<b>Total Gatehouse</b>	<b>231,000</b>	<b>79,784</b>	<b>151,216</b>	<b>34.54%</b>
<b><u>Lakes and Ponds</u></b>				
Contracts-Water Mgmt Services	42,360	17,140	25,220	40.46%
R&M-Aquascaping	5,000	1,125	3,875	22.50%
R&M-Aeration & Fountains	12,000	5,605	6,395	46.71%
Impr - Lake Bank Restoration	24,640	-	24,640	0.00%
<b>Total Lakes and Ponds</b>	<b>84,000</b>	<b>23,870</b>	<b>60,130</b>	<b>28.42%</b>
<b><u>Capital Expenditures &amp; Projects</u></b>				
Capital Outlay Aeration	20,000	7,010	12,990	35.05%
<b>Total Capital Expenditures &amp; Projects</b>	<b>20,000</b>	<b>7,010</b>	<b>12,990</b>	<b>35.05%</b>
<b><u>Reserves</u></b>				
Reserve	50,523	12,956	37,567	25.64%
<b>Total Reserves</b>	<b>50,523</b>	<b>12,956</b>	<b>37,567</b>	<b>25.64%</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>977,997</b>	<b>317,134</b>	<b>660,863</b>	<b>32.43%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	639,706	639,706	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>		<b>507,359</b>		
<b>FUND BALANCE, ENDING</b>		<b>\$ 1,147,065</b>		

**CYPRESS SHADOWS COMMUNITY DEVELOPMENT DISTRICT**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
 For the Period Ending February 29, 2024  
 Series 2011 Debt Service Fund (200)  
*(In Whole Numbers)*

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
<b>TOTAL REVENUES</b>	-	-	-	0.00%
<b>EXPENDITURES</b>				
<b>TOTAL EXPENDITURES</b>	-	-	-	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	-	-	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>		<b>2,445</b>		
<b>FUND BALANCE, ENDING</b>		<b><u>\$ 2,445</u></b>		

**CYPRESS SHADOWS COMMUNITY DEVELOPMENT DISTRICT**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending February 29, 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
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ 6,716	\$ 6,716	0.00%
Special Assmnts- Tax Collector	220,320	207,530	(12,790)	94.19%
Special Assmnts- Discounts	(8,813)	(8,111)	702	92.03%
<b>TOTAL REVENUES</b>	<b>211,507</b>	<b>206,135</b>	<b>(5,372)</b>	<b>97.46%</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessment Collection Cost	4,406	-	4,406	0.00%
<b>Total Administration</b>	<b>4,406</b>	<b>-</b>	<b>4,406</b>	<b>0.00%</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	60,000	60,000	-	100.00%
Interest Expense	145,956	73,859	72,097	50.60%
<b>Total Debt Service</b>	<b>205,956</b>	<b>133,859</b>	<b>72,097</b>	<b>64.99%</b>
<b>TOTAL EXPENDITURES</b>	<b>210,362</b>	<b>133,859</b>	<b>76,503</b>	<b>63.63%</b>
Excess (deficiency) of revenues Over (under) expenditures	1,145	72,276	71,131	6312.31%
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	1,145	-	(1,145)	0.00%
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>1,145</b>	<b>-</b>	<b>(1,145)</b>	<b>0.00%</b>
Net change in fund balance	<u>\$ 1,145</u>	<u>\$ 72,276</u>	<u>\$ 68,841</u>	<u>6312.31%</u>
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>		<b>399,849</b>		
<b>FUND BALANCE, ENDING</b>		<u><b>\$ 472,125</b></u>		

**CYPRESS SHADOWS COMMUNITY DEVELOPMENT DISTRICT**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
 For the Period Ending February 29, 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
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ 792	\$ 792	0.00%
Special Assmnts- Tax Collector	93,457	88,033	(5,424)	94.20%
Special Assmnts- Discounts	(3,738)	(3,441)	297	92.05%
<b>TOTAL REVENUES</b>	<b>89,719</b>	<b>85,384</b>	<b>(4,335)</b>	<b>95.17%</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessment Collection Cost	1,869	-	1,869	0.00%
<b>Total Administration</b>	<b>1,869</b>	<b>-</b>	<b>1,869</b>	<b>0.00%</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	29,000	29,000	-	100.00%
Interest Expense	51,140	25,860	25,280	50.57%
<b>Total Debt Service</b>	<b>80,140</b>	<b>54,860</b>	<b>25,280</b>	<b>68.46%</b>
<b>TOTAL EXPENDITURES</b>	<b>82,009</b>	<b>54,860</b>	<b>27,149</b>	<b>66.90%</b>
Excess (deficiency) of revenues Over (under) expenditures	7,710	30,524	22,814	395.90%
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	7,710	-	(7,710)	0.00%
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>7,710</b>	<b>-</b>	<b>(7,710)</b>	<b>0.00%</b>
Net change in fund balance	<u>\$ 7,710</u>	<u>\$ 30,524</u>	<u>\$ 7,394</u>	<u>395.90%</u>
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>		<b>70,497</b>		
<b>FUND BALANCE, ENDING</b>		<u><b>\$ 101,021</b></u>		

**CYPRESS SHADOWS CDD**

Bank Reconciliation

Bank Account No. 7844 Valley National  
 Statement No. 02-24  
 Statement Date 2/29/2024

<b>G/L Balance (LCY)</b>	1,178,174.67	<b>Statement Balance</b>	1,199,099.57
<b>G/L Balance</b>	1,178,174.67	<b>Outstanding Deposits</b>	0.00
<b>Positive Adjustments</b>	0.00		
	<hr/>	<b>Subtotal</b>	1,199,099.57
<b>Subtotal</b>	1,178,174.67	<b>Outstanding Checks</b>	20,924.90
<b>Negative Adjustments</b>	0.00	<b>Differences</b>	0.00
	<hr/>		
<b>Ending G/L Balance</b>	1,178,174.67	<b>Ending Balance</b>	1,178,174.67
<b>Difference</b>	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference	
<b>Checks</b>							
1/22/2024	Payment	10070	CYPRESS SHADOWS CDD	277,032.29	277,032.29	0.00	
1/24/2024	Payment	10071	INFRAMARK LLC	4,728.52	4,728.52	0.00	
1/24/2024	Payment	10072	LEE COUNTY UTILITIES	35.68	35.68	0.00	
1/26/2024	Payment	10073	ALLIED UNIVERSAL	8,010.12	8,010.12	0.00	
1/26/2024	Payment	10074	JOHNSON ENGINEERING, INC.	1,276.00	1,276.00	0.00	
2/1/2024	Payment	10075	COLEMAN, YOYANOVICH	1,637.50	1,637.50	0.00	
2/1/2024	Payment	10076	COMMUNITY ENVIRONMENTAL SERVICES	10,770.00	10,770.00	0.00	
2/1/2024	Payment	10077	GRAU AND ASSOCIATES	3,000.00	3,000.00	0.00	
2/7/2024	Payment	10078	INNERSYNC	1,512.30	1,512.30	0.00	
2/14/2024	Payment	10079	ALLIED UNIVERSAL	8,110.37	8,110.37	0.00	
2/14/2024	Payment	10080	GRAU AND ASSOCIATES	1,500.00	1,500.00	0.00	
2/14/2024	Payment	10081	HOOVER PUMPING SYSTEMS	308.32	308.32	0.00	
2/14/2024	Payment	10082	INNERSYNC	388.13	388.13	0.00	
2/14/2024	Payment	DD162	Payment of Invoice 000864	50.06	50.06	0.00	
2/14/2024	Payment	DD163	Payment of Invoice 000867	48.69	48.69	0.00	
2/14/2024	Payment	DD164	Payment of Invoice 000868	64.86	64.86	0.00	
2/14/2024	Payment	DD165	Payment of Invoice 000882	63.77	63.77	0.00	
2/14/2024	Payment	DD166	Payment of Invoice 000883	28.56	28.56	0.00	
2/14/2024	Payment	DD167	Payment of Invoice 000884	121.05	121.05	0.00	
2/14/2024	Payment	DD168	Payment of Invoice 000885	2,196.49	2,196.49	0.00	
2/14/2024	Payment	DD169	Payment of Invoice 000886	28.49	28.49	0.00	
2/14/2024	Payment	DD170	Payment of Invoice 000887	35.28	35.28	0.00	
2/14/2024	Payment	DD171	Payment of Invoice 000888	62.59	62.59	0.00	
2/14/2024	Payment	DD172	Payment of Invoice 000889	63.77	63.77	0.00	
2/14/2024	Payment	DD173	Payment of Invoice 000890	66.46	66.46	0.00	
2/14/2024	Payment	DD174	Payment of Invoice 000891	71.56	71.56	0.00	
2/14/2024	Payment	DD175	Payment of Invoice 000892	27.46	27.46	0.00	
2/14/2024	Payment	DD176	Payment of Invoice 000908	5,620.48	5,620.48	0.00	
<b>Total Checks</b>				<b>326,858.80</b>	<b>326,858.80</b>	<b>0.00</b>	
<b>Deposits</b>							
2/13/2024		JE000483	Tax Revenue / Debt Service	G/L	24,861.61	24,861.61	0.00
2/29/2024		JE000484	Interest Revenue	G/L	5,207.32	5,207.32	0.00



**CYPRESS SHADOWS CDD**

Bank Reconciliation

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
2/13/2024		JE000513	Valley National Credit Memo FPL DD G/L	0.40	0.40	0.00
Total Deposits				30,069.33	30,069.33	0.00
<b>Outstanding Checks</b>						
2/28/2024	Payment	10084	COMMUNITY ENVIRONMENTAL SERVICES	3,930.00	0.00	3,930.00
2/28/2024	Payment	10085	CYPRESS SHADOWS CDD	6,978.09	0.00	6,978.09
2/28/2024	Payment	10086	DIAMOND ACCESS TECHNOLOGY, LLC	227.44	0.00	227.44
2/28/2024	Payment	10087	LEE COUNTY UTILITIES	41.27	0.00	41.27
2/28/2024	Payment	10088	PELICAN PEST MANAGEMENT INC.	290.00	0.00	290.00
2/28/2024	Payment	10089	THOMAS BROTHERS LAWN	9,458.10	0.00	9,458.10
<b>Total Outstanding Checks.....</b>				<b>20,924.90</b>		<b>20,924.90</b>

**Cash and Investment Balances  
: YVfi Ufmi&, 2024**

<u>ACCOUNT NAME</u>	<u>ACCOUNT TYPE</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
<b>GENERAL FUND</b>				
Operating	Checking	Valley National Bank	5.38%	\$ 649,775
UJ^!æä*	Ô@&ã*	XpÓÄ^•ã}æãÄÜ^•^!ç^	5.38%	\$ 528,400
			<b>Subtotal</b>	<b>\$ 1,178,175</b>
<b>DEBT SERVICE FUND</b>				
Series 2012 A&B Revenue		U.S. Bank	4.95%	310,256
Series 2012 A&B Reserve		U.S. Bank	4.95%	158,040
Series 2022 Revenue		U.S. Bank	4.95%	90,453
Series 2022 Reserve		U.S. Bank	4.95%	8,785
			<b>Subtotal</b>	<b>\$ 567,534</b>
			<b>Total</b>	<b>\$ 1,745,709</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
Trend Report - General Fund  
For the Period Ending February 29, 2024

Acct No.	Account Description	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL				% of Budget
		Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Actual Thru 2/29/2024	Projected Next 7 Mths	FY2024 Total	Adopted Budget	
<b>Revenues</b>																		
361001	Interest - Investments	\$ 1,654	\$ 2,797	\$ 5,877	\$ 6,973	\$ 5,207	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,511	\$ -	\$ 22,511	\$ -	0%
363010	Special Assmnts- Tax Collector	-	179,187	536,834	23,186	18,265	40,184	40,184	-	-	-	-	-	757,471	80,368	837,839	803,680	104%
363090	Special Assmnts- Discounts	-	(7,223)	(21,306)	(696)	(381)	(2,679)	(2,679)	(2,679)	(2,679)	(2,679)	(2,679)	(2,679)	(29,606)	(18,752)	(48,358)	(32,146)	150%
366050	HOA Contributions	-	206,464	-	-	-	17,205	17,205	17,205	17,205	17,205	17,205	17,205	206,464	120,437	326,901	206,463	158%
<b>Total Revenues</b>		<b>1,654</b>	<b>381,225</b>	<b>521,405</b>	<b>29,463</b>	<b>23,091</b>	<b>54,710</b>	<b>54,710</b>	<b>14,526</b>	<b>14,526</b>	<b>14,526</b>	<b>14,526</b>	<b>14,526</b>	<b>956,840</b>	<b>182,053</b>	<b>1,138,893</b>	<b>977,997</b>	<b>116%</b>
<b>Expenditures</b>																		
<b>Administrative</b>																		
511001	P/R-Board of Supervisors	200	200	-	-	200	200	200	200	200	200	200	200	600	1,400	2,000	2,400	83%
531013	ProfServ-Engineering	1,450	3,176	850	1,276	-	1,250	1,250	1,250	1,250	1,250	1,250	1,250	6,752	8,750	15,502	15,000	103%
531023	ProfServ-Legal Services	5,000	3,570	2,218	1,638	1,925	1,250	1,250	1,250	1,250	1,250	1,250	1,250	14,350	8,750	23,100	15,000	154%
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	15,500	29,167	44,667	50,000	89%
531035	ProfServ-Property Appraiser	-	451	-	-	-	37	37	37	37	37	37	37	451	257	708	441	161%
531045	ProfServ-Trustee Fees	4,256	-	-	-	1,193	625	625	625	625	625	625	625	5,449	4,375	9,824	7,500	131%
532002	Auditing Services	-	-	-	-	-	508	508	508	508	508	508	508	-	3,558	3,558	6,100	58%
534397	Website Compliance	1,500	-	-	400	625	125	125	125	125	125	125	125	2,525	875	3,400	1,500	227%
541024	Postage, Phone, Faxes, Copies	12	13	-	4	1	42	42	42	42	42	42	42	30	292	322	500	64%
545008	Public Officials Insurance	-	3,700	-	-	-	258	258	258	258	258	258	258	3,700	1,808	5,508	3,100	178%
548002	Legal Advertising	371	-	-	-	-	63	63	63	63	63	63	63	371	438	809	750	108%
549070	Misc-Assessment Collection Cost	-	-	-	-	-	1,340	1,340	1,340	1,340	1,340	1,340	1,340	-	9,377	9,377	16,074	58%
549142	Bank Fees	-	15	(15)	-	-	8	8	8	8	8	8	8	-	58	58	100	58%
549900	Misc-Contingency	-	-	-	-	-	28	28	28	28	28	28	28	-	195	195	334	58%
549936	Website Administration	125	137	125	125	125	125	125	125	125	125	125	125	637	875	1,512	1,500	101%
554007	Annual District Filing Fee	175	-	-	-	-	15	15	15	15	15	15	15	175	102	277	175	158%
<b>Total Administrative</b>		<b>15,922</b>	<b>14,095</b>	<b>6,011</b>	<b>6,276</b>	<b>8,236</b>	<b>10,041</b>	<b>10,041</b>	<b>10,041</b>	<b>10,041</b>	<b>10,041</b>	<b>10,041</b>	<b>10,041</b>	<b>50,540</b>	<b>70,277</b>	<b>120,817</b>	<b>120,474</b>	<b>100%</b>
<b>Utility Services</b>																		
543041	Utility - Electric	8,754	8,980	8,629	8,550	8,619	10,000	10,000	10,000	10,000	10,000	10,000	10,000	43,531	70,000	113,531	120,000	95%
543083	Utility - Reclaimed Irrigation	-	527	36	36	41	1,833	1,833	1,833	1,833	1,833	1,833	1,833	639	12,833	13,472	22,000	61%
<b>Total Utility Services</b>		<b>8,754</b>	<b>9,507</b>	<b>8,665</b>	<b>8,586</b>	<b>8,660</b>	<b>11,833</b>	<b>11,833</b>	<b>11,833</b>	<b>11,833</b>	<b>11,833</b>	<b>11,833</b>	<b>11,833</b>	<b>44,170</b>	<b>82,833</b>	<b>127,003</b>	<b>142,000</b>	<b>89%</b>
<b>Field</b>																		
531016	ProfServ-Field Management	-	-	-	-	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	11,667	13,334	20,000	67%
534076	Contracts-Preserve Maintenance	-	-	28,853	-	-	6,250	6,250	6,250	6,250	6,250	6,250	6,250	28,853	43,750	72,603	75,000	97%
534171	Contracts - Landscape	4,986	4,986	4,986	4,986	4,986	9,583	9,583	9,583	9,583	9,583	9,583	9,583	24,931	67,083	92,014	115,000	80%
545009	Insurance -Property & Casualty	-	17,881	791	-	-	1,250	1,250	1,250	1,250	1,250	1,250	1,250	18,672	8,750	27,422	15,000	183%
546041	R&M-Irrigation	-	7,070	1,370	3,145	-	2,500	2,500	2,500	2,500	2,500	2,500	2,500	11,586	17,500	29,086	30,000	97%
546448	Street Sweeping Services	-	-	-	-	-	150	150	150	150	150	150	150	-	1,050	1,050	1,800	58%
546898	Contracts-Preserve Monitoring & Well Replacements	-	-	-	3,850	-	800	800	800	800	800	800	800	3,850	5,600	9,450	9,600	98%
546899	Contracts-Pump & Well Maintenance	-	-	-	-	-	216	216	216	216	216	216	216	-	1,511	1,511	2,590	58%
546918	Pump & Well Maintenance	-	-	-	-	-	501	501	501	501	501	501	501	-	3,506	3,506	6,010	58%
546923	Landscape Miscellaneous	1,165	-	4,290	7,000	(3,210)	2,083	2,083	2,083	2,083	2,083	2,083	2,083	9,245	14,583	23,828	25,000	95%
549900	Misc-Contingency	-	-	-	-	-	2,500	2,500	2,500	2,500	2,500	2,500	2,500	-	17,500	17,500	30,000	58%
<b>Total Field</b>		<b>6,151</b>	<b>29,937</b>	<b>40,290</b>	<b>18,981</b>	<b>3,443</b>	<b>27,500</b>	<b>27,500</b>	<b>27,500</b>	<b>27,500</b>	<b>27,500</b>	<b>27,500</b>	<b>27,500</b>	<b>98,804</b>	<b>192,500</b>	<b>291,304</b>	<b>330,000</b>	<b>88%</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
Trend Report - General Fund  
For the Period Ending February 29, 2024

Acct No.	Account Description	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL				
		Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Actual Thru 2/29/2024	Projected Next 7 Mths	FY2024 Total	Adopted Budget	% of Budget
<b>Gatehouse</b>																		
534037	Contracts-Security Services	14,995	15,242	15,028	16,242	16,220	18,333	18,333	18,333	18,333	18,333	18,333	18,333	77,727	128,333	206,060	220,000	94%
541009	Telephone/Fax/Internet Services	-	-	-	-	-	83	83	83	83	83	83	83	-	583	583	1,000	58%
543018	Utility - Water	36	-	-	-	-	250	250	250	250	250	250	250	36	1,750	1,786	3,000	60%
546034	R&M-Gate	220	220	1,354	-	227	583	583	583	583	583	583	583	2,021	4,083	6,104	7,000	87%
	<b>Total Gatehouse</b>	<b>15,251</b>	<b>15,462</b>	<b>16,382</b>	<b>16,242</b>	<b>16,447</b>	<b>19,249</b>	<b>19,249</b>	<b>19,249</b>	<b>19,249</b>	<b>19,249</b>	<b>19,249</b>	<b>19,249</b>	<b>79,784</b>	<b>134,749</b>	<b>214,533</b>	<b>231,000</b>	<b>93%</b>
<b>Lakes and Ponds</b>																		
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	17,140	24,710	41,850	42,360	99%
546006	R&M-Aquascaping	-	-	-	-	1,125	417	417	417	417	417	417	417	1,125	2,917	4,042	5,000	81%
546364	R&M-Aeration & Fountains	-	-	3,620	1,985	-	1,000	1,000	1,000	1,000	1,000	1,000	1,000	5,605	7,000	12,605	12,000	105%
563003	Impr - Lake Bank Restoration	-	-	-	-	-	2,053	2,053	2,053	2,053	2,053	2,053	2,053	-	14,373	14,373	24,640	58%
	<b>Total Lakes and Ponds</b>	<b>3,360</b>	<b>3,360</b>	<b>6,980</b>	<b>5,515</b>	<b>4,655</b>	<b>7,000</b>	<b>7,000</b>	<b>7,000</b>	<b>7,000</b>	<b>7,000</b>	<b>7,000</b>	<b>7,000</b>	<b>23,870</b>	<b>49,000</b>	<b>72,870</b>	<b>84,000</b>	<b>87%</b>
<b>Capital Expenditures &amp; Projects</b>																		
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	1,667	7,010	11,667	18,677	20,000	93%
	<b>Total Capital Expenditures &amp; Projects</b>	<b>-</b>	<b>3,620</b>	<b>-</b>	<b>3,390</b>	<b>-</b>	<b>1,667</b>	<b>1,667</b>	<b>1,667</b>	<b>1,667</b>	<b>1,667</b>	<b>1,667</b>	<b>1,667</b>	<b>7,010</b>	<b>11,667</b>	<b>18,677</b>	<b>20,000</b>	<b>93%</b>
<b>Total Expenditures</b>		<b>55,182</b>	<b>99,118</b>	<b>49,447</b>	<b>55,490</b>	<b>44,941</b>	<b>77,290</b>	<b>77,290</b>	<b>77,290</b>	<b>77,290</b>	<b>77,290</b>	<b>77,290</b>	<b>77,290</b>	<b>304,178</b>	<b>541,026</b>	<b>845,204</b>	<b>927,474</b>	<b>91%</b>
<b>Reserves</b>																		
568022	Reserve	-	-	-	12,956	-	4,210	4,210	4,210	4,210	4,210	4,210	4,210	12,956	29,472	42,428	50,523	84%
	<b>Total Reserves</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>12,956</b>	<b>-</b>	<b>4,210</b>	<b>4,210</b>	<b>4,210</b>	<b>4,210</b>	<b>4,210</b>	<b>4,210</b>	<b>4,210</b>	<b>12,956</b>	<b>29,472</b>	<b>42,428</b>	<b>50,523</b>	<b>84%</b>
<b>Total Expenditures &amp; Reserves</b>		<b>55,182</b>	<b>99,118</b>	<b>49,447</b>	<b>68,446</b>	<b>44,941</b>	<b>81,500</b>	<b>81,500</b>	<b>81,500</b>	<b>81,500</b>	<b>81,500</b>	<b>81,500</b>	<b>81,500</b>	<b>317,134</b>	<b>570,498</b>	<b>887,632</b>	<b>977,997</b>	<b>91%</b>
	Excess (deficiency) of revenues																	
	Over (under) expenditures	(53,528)	282,107	471,958	(38,983)	(21,850)	(26,790)	(26,790)	(66,974)	(66,974)	(66,974)	(66,974)	(66,974)	639,706	(388,445)	251,261	-	0%
<b>Other Financing Sources (Uses)</b>																		
	Contribution to (Use of) Fund Balance	-	-	-	-	-	(26,790)	(26,790)	(66,974)	(66,974)	(66,974)	(66,974)	(66,974)	-	(388,445)	(388,445)	-	0%
<b>Total Financing Sources (Uses)</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(26,790)</b>	<b>(26,790)</b>	<b>(66,974)</b>	<b>(66,974)</b>	<b>(66,974)</b>	<b>(66,974)</b>	<b>(66,974)</b>	<b>-</b>	<b>(388,445)</b>	<b>(388,445)</b>	<b>-</b>	<b>0%</b>
	Net change in fund balance	\$ (53,528)	\$ 282,107	\$ 471,958	\$ (38,983)	\$ (21,850)	\$ (26,790)	\$ (26,790)	\$ (66,974)	\$ (66,974)	\$ (66,974)	\$ (66,974)	\$ (66,974)	\$ 639,706	\$ (388,445)	\$ 251,261	\$ -	0%
391000	Fund Balance, Beginning (Oct 1, 2023)													507,359	-	507,359	507,359	
	Fund Balance, Ending													\$ 1,147,065	\$ (388,445)	\$ 758,620	\$ 507,359	

**CYPRESS SHADOWS CDD**  
**Payment Register by Bank Account**  
 For the Period from 02/01/2024 to 02/29/2024  
 (Sorted by Check / ACH No.)

<b>PYMT TYPE</b>	<b>CHECK / ACH NO.</b>	<b>DATE</b>	<b>PAYEE TYPE</b>	<b>PAYEE</b>	<b>INVOICE NO.</b>	<b>PAYMENT / INVOICE DESCRIPTION</b>	<b>G/L CODE / DESCRIPTION</b>	<b>AMOUNT PAID</b>
<b>VALLEY NATIONAL - (ACCT# XXXXX7844)</b>								
CHK	10075	2/1/2024	Vendor	COLEMAN, YOvanovich	71	GENERAL REP. - THRU 01/25/24	001-531146-51401: District Counsel	\$1,637.50
CHK	10076	2/1/2024	Vendor	COMMUNITY ENVIRONMENTAL SERVICES LLC	TPACAE2401	AERATION UPGRADES - DEPOSIT	001-531180-53908: Waterway Management - Other	\$3,390.00
CHK	10076	2/1/2024	Vendor	COMMUNITY ENVIRONMENTAL SERVICES LLC	TPACPM2401	POND SERVICE 01/04;01/10;01/12	001-531180-53908: Waterway Management - Other	\$3,530.00
CHK	10076	2/1/2024	Vendor	COMMUNITY ENVIRONMENTAL SERVICES LLC	TPACCE2401	JANUARY CONSERVATION AREA MAINT.	001-531180-53908: Waterway Management - Other	\$3,850.00
CHK	10077	2/1/2024	Vendor	GRAU AND ASSOCIATES	24657	AUDIT FYE 09/30/2022	001-532002-51301: Auditing Services	\$3,000.00
CHK	10078	2/7/2024	Vendor	INNERSYNC	21973	ADA COMPLIANT	001-534397-51301: Website Compliance	\$1,512.30
CHK	10079	2/14/2024	Vendor	ALLIED UNIVERSAL	15306116	SECURITY SERVICE - 01/19/23-02/01/24	001-534037-53904: Contracts-Security Services	\$8,110.37
CHK	10080	2/14/2024	Vendor	GRAU AND ASSOCIATES	24808	AUDIT FYE 09/30/2022	001-532002-51301: Auditing Services	\$1,500.00
CHK	10081	2/14/2024	Vendor	HOOVER PUMPING SYSTEMS	170888	PROFESSIONAL VISIT - 01/10/24	001-546930-53908: Irrigation Maintenance	\$308.32
CHK	10082	2/14/2024	Vendor	INNERSYNC	21974	WEBSITE SERVICES - COMPLIANCE	001-534397-51301: Website Compliance	\$388.13
CHK	10084	2/28/2024	Vendor	COMMUNITY ENVIRONMENTAL SERVICES LLC	TPACPM2402	WATERWAY SERVICE - FEBRUARY 2024	001-531180-53908: Waterway Management - Other	\$3,530.00
CHK	10084	2/28/2024	Vendor	COMMUNITY ENVIRONMENTAL SERVICES LLC	TPACAF2402	POND - ALLIGATOR	001-531180-53908: Waterway Management - Other	\$400.00
CHK	10085	2/28/2024	Vendor	CYPRESS SHADOWS CDD	02132024-01	SERIES 2012 FY24 TAX DIST ID 145	201-101002: Cash In Bank	\$4,899.68
CHK	10085	2/28/2024	Vendor	CYPRESS SHADOWS CDD	02132024-02	SERIES 2022 FY24 TAX DIST ID 145	202-101002: Cash In Bank	\$2,078.41
CHK	10086	2/28/2024	Vendor	DIAMOND ACCESS TECHNOLOGY, LLC	4930	PREVENTIVE MAINT. - GATES	001-546034-53904: R&M-Gate	\$227.44
CHK	10087	2/28/2024	Vendor	LEE COUNTY UTILITIES	15912-021524	SERVICE - 01/01/24-02/01/24	001-543018-53300: Utility - Water	\$0.59
CHK	10087	2/28/2024	Vendor	LEE COUNTY UTILITIES	04533-020824	SERVICE - 01/05/24-02/06/24	001-543018-53300: Utility - Water	\$40.68
CHK	10088	2/28/2024	Vendor	PELICAN PEST MANAGEMENT INC.	10924	RED ANT	001-546923-53901: Landscape Miscellaneous	\$290.00
CHK	10089	2/28/2024	Vendor	THOMAS BROTHERS LAWN MAINTENANCE, INC	9954807	LABOR - GRASS TRIMMING	001-546300-53908: Landscape Maintenance	\$3,500.00
CHK	10089	2/28/2024	Vendor	THOMAS BROTHERS LAWN MAINTENANCE, INC	9954812	IRRIGATION WET CHECK - DECEMBER 2023	001-546930-53908: Irrigation Maintenance	\$247.00
CHK	10089	2/28/2024	Vendor	THOMAS BROTHERS LAWN MAINTENANCE, INC	9954895	LAWN CARE - FERBUARY 2024	001-546518-53901: Preserve Maintenance	\$4,986.10
CHK	10089	2/28/2024	Vendor	THOMAS BROTHERS LAWN MAINTENANCE, INC	9954958	REMOVED DEBRIS	001-531180-53901: Waterway Management - Other	\$725.00

**CYPRESS SHADOWS CDD**  
**Payment Register by Bank Account**  
 For the Period from 02/01/2024 to 02/29/2024  
 (Sorted by Check / ACH No.)

<b>PYMT TYPE</b>	<b>CHECK / ACH NO.</b>	<b>DATE</b>	<b>PAYEE TYPE</b>	<b>PAYEE</b>	<b>INVOICE NO.</b>	<b>PAYMENT / INVOICE DESCRIPTION</b>	<b>G/L CODE / DESCRIPTION</b>	<b>AMOUNT PAID</b>
ACH	DD162	2/14/2024	Vendor	FPL	1046 012924 ACH	ELECTRICITY SERVICE - 12/28/23-01/29/24	001-543041-53100: Utility - Electric	\$50.06
ACH	DD163	2/14/2024	Vendor	FPL	1219 012924 ACH	ELECTRICITY SERVICE - 12/06/23-01/06/24	001-543041-53100: Utility - Electric	\$48.69
ACH	DD164	2/14/2024	Vendor	FPL	1216 012924 ACH	ELECTRICITY SERVICE - 12/28/23-01/29/24	001-543041-53100: Utility - Electric	\$64.86
ACH	DD165	2/14/2024	Vendor	FPL	2318 012924 ACH	WATER SERVICE - 12/28/23-01/29/24	001-543041-53100: Utility - Electric	\$63.77
ACH	DD166	2/14/2024	Vendor	FPL	2311 012924 ACH	WATER SERVICE - 12/28/23-01/29/24	001-543041-53100: Utility - Electric	\$28.56
ACH	DD167	2/14/2024	Vendor	FPL	1045 012924 ACH	WATER SERVICE - 12/28/23-01/29/24	001-543041-53100: Utility - Electric	\$121.05
ACH	DD168	2/14/2024	Vendor	FPL	2137 012924 ACH	WATER SERVICE - 12/28/23-01/29/24	001-543041-53100: Utility - Electric	\$2,196.49
ACH	DD169	2/14/2024	Vendor	FPL	2310 012924 ACH	WATER SERVICE - 12/28/23-01/29/24	001-543041-53100: Utility - Electric	\$28.49
ACH	DD170	2/14/2024	Vendor	FPL	2132 012924 ACH	WATER SERVICE - 12/28/23-01/29/24	001-543041-53100: Utility - Electric	\$35.28
ACH	DD171	2/14/2024	Vendor	FPL	1211 012924 ACH	WATER SERVICE - 12/28/23-01/29/24	001-543041-53100: Utility - Electric	\$62.59
ACH	DD172	2/14/2024	Vendor	FPL	2136 012924 ACH	WATER SERVICE - 12/28/23-01/29/24	001-543041-53100: Utility - Electric	\$63.77
ACH	DD173	2/14/2024	Vendor	FPL	1040 012924 ACH	WATER SERVICE - 12/28/23-01/29/24	001-543041-53100: Utility - Electric	\$66.46
ACH	DD174	2/14/2024	Vendor	FPL	9403 012924 ACH	WATER SERVICE - 12/28/23-01/29/24	001-543041-53100: Utility - Electric	\$71.56
ACH	DD175	2/14/2024	Vendor	FPL	1043 012924 ACH	WATER SERVICE - 12/28/23-01/29/24	001-543041-53100: Utility - Electric	\$27.46
ACH	DD176	2/14/2024	Vendor	FPL	9264 012924 ACH	ELECTRIC - 12/28/23-01/29/24	001-543041-53100: Utility - Electric	\$5,620.48
<b>Bank Account Total</b>								<b>\$56,701.09</b>

**TOTAL AMOUNT PAID**     **\$56,701.09**

## Statement of Cash Flows: Reserve Account

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

<b>Reciepts:</b>	
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
<b>Total Cash Reciepts:</b>	<b>\$ 416,165.40</b>

<b>Payments:</b>	
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
<b>Total Payments:</b>	<b>\$ 12,765.00</b>

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

**11Dii**





### Cypress Shadows Security Budget: 2024

Cypress Shadows				2024 Budget (est)	
	Wage	Bill Rate	Weekly Hours	Weekly Cost	Annual Cost
<i>Security Professional</i>	\$ 16.00	\$ 23.00	129.75	\$ 2,984.25	\$ 155,181.00
<i>Site Supervisor</i>	\$ 17.50	\$ 26.26	40.00	\$ 1,050.40	\$ 54,620.80
	<b>Subtotal:</b>		<b>169.75</b>	<b>\$ 4,034.65</b>	<b>\$ 209,801.80</b>
<b>Holidays / OT - Security Officer</b>	\$ 24.00	\$ 11.50	7 holidays		\$ 1,288.00
<b>Holidays / OT - Site Supervisor</b>	\$ 26.25	\$ 13.13	7 holidays		\$ 735.28
Equipment & Other Items					
<b>Medical &amp; Benefits Package</b>			<b>included in above</b>		
				<b>Subtotal:</b>	\$ 211,825.08
				<b>Sales Tax, 6.5%</b>	\$ 13,768.63
				<b>Annual TOTAL</b>	<b>\$ 225,593.71</b>
				<b>Bi Weekly Avg</b>	\$ 8,676.68
				<b>Monthly Avg</b>	\$ 18,799.48



**Cypress Shadows Security Budget: 2025**

Cypress Shadows				2025 Budget (est)	
	Wage	Bill Rate	Weekly Hours	Weekly Cost	Annual Cost
<i>Security Professional</i>	\$ 16.88	\$ 24.31	129.75	\$ 3,154.35	\$ 164,026.32
<i>Site Supervisor</i>	\$ 18.46	\$ 27.76	40.00	\$ 1,110.27	\$ 57,734.19
	<b>Subtotal:</b>		<b>169.75</b>	<b>\$ 4,264.63</b>	<b>\$ 221,760.50</b>
<b>Holidays / OT - Security Officer</b>	\$ 25.32	\$ 12.16	7 holidays		\$ 1,361.42
<b>Holidays / OT - Site Supervisor</b>	\$ 27.69	\$ 13.88	7 holidays		\$ 777.19
<b>Equipment &amp; Other Items</b>					
<b>Medical &amp; Benefits Package</b>			<b>included in above</b>		
				<b>Subtotal:</b>	\$ 223,899.11
				<b>Sales Tax, 6.5%</b>	\$ 14,553.44
				<b>Annual TOTAL</b>	<b>\$ 238,452.55</b>
				<b>Bi Weekly Avg</b>	\$ 9,171.25
				<b>Monthly Avg</b>	\$ 19,871.05



**Cypress Shadows Security Budget: 2026**

Cypress Shadows				2026 Budget (est)	
	Wage	Bill Rate	Weekly Hours	Weekly Cost	Annual Cost
<i>Security Professional</i>	\$ 17.47	\$ 25.21	129.75	\$ 3,271.06	\$ 170,095.29
<i>Site Supervisor</i>	\$ 19.11	\$ 28.78	40.00	\$ 1,151.35	\$ 59,870.35
	<b>Subtotal:</b>		<b>169.75</b>	<b>\$ 4,422.42</b>	<b>\$ 229,965.64</b>
<b>Holidays / OT - Security Officer</b>	\$ 26.21	\$ 12.61	<b>7 holidays</b>		\$ 1,411.79
<b>Holidays / OT - Site Supervisor</b>	\$ 28.66	\$ 14.39	<b>7 holidays</b>		\$ 805.95
<b>Equipment &amp; Other Items</b>					
<b>Medical &amp; Benefits Package</b>			<b>included in above</b>		
				<b>Subtotal:</b>	\$ 232,183.38
				<b>Sales Tax, 6.5%</b>	\$ 15,091.92
				<b>Annual TOTAL</b>	<b>\$ 247,275.30</b>
				<b>Bi Weekly Avg</b>	\$ 9,510.59
				<b>Monthly Avg</b>	\$ 20,606.27



### Cypress Shadows Security Budget: 2027

Cypress Shadows				2027 Budget (est)	
	Wage	Bill Rate	Weekly Hours	Weekly Cost	Annual Cost
<i>Security Professional</i>	\$ 18.08	\$ 26.14	129.75	\$ 3,392.09	\$ 176,388.82
<i>Site Supervisor</i>	\$ 19.78	\$ 29.85	40.00	\$ 1,193.95	\$ 62,085.55
	<b>Subtotal:</b>		<b>169.75</b>	<b>\$ 4,586.05</b>	<b>\$ 238,474.37</b>
<b>Holidays / OT - Security Officer</b>	\$ 27.12	\$ 13.07	7 holidays		\$ 1,464.02
<b>Holidays / OT - Site Supervisor</b>	\$ 29.67	\$ 14.92	7 holidays		\$ 835.77
<b>Equipment &amp; Other Items</b>					
<b>Medical &amp; Benefits Package</b>			<b>included in above</b>		
				<b>Subtotal:</b>	\$ 240,774.16
				<b>Sales Tax, 6.5%</b>	\$ 15,650.32
				<b>Annual TOTAL</b>	<b>\$ 256,424.48</b>
				<b>Bi Weekly Avg</b>	\$ 9,862.48
				<b>Monthly Avg</b>	\$ 21,368.71



**Cypress Shadows Security Budget: 2028**

Cypress Shadows				2028 Budget (est)	
	Wage	Bill Rate	Weekly Hours	Weekly Cost	Annual Cost
<i>Security Professional</i>	\$ 18.72	\$ 27.11	129.75	\$ 3,517.60	\$ 182,915.20
<i>Site Supervisor</i>	\$ 20.47	\$ 30.95	40.00	\$ 1,238.13	\$ 64,382.72
	<b>Subtotal:</b>		<b>169.75</b>	<b>\$ 4,755.73</b>	<b>\$ 247,297.92</b>
<b>Holidays / OT - Security Officer</b>	\$ 28.07	\$ 13.56	<b>7 holidays</b>		\$ 1,518.19
<b>Holidays / OT - Site Supervisor</b>	\$ 30.70	\$ 15.48	<b>7 holidays</b>		\$ 866.69
Equipment & Other Items					
<b>Medical &amp; Benefits Package</b>			<b>included in above</b>		
				<b>Subtotal:</b>	\$ 249,682.81
				<b>Sales Tax, 6.5%</b>	\$ 16,229.38
				<b>Annual TOTAL</b>	\$ 265,912.19
				<b>Bi Weekly Avg</b>	\$ 10,227.39
				<b>Monthly Avg</b>	\$ 22,159.35



**Cypress Shadows Security Budget: 2029**

Cypress Shadows				2029 Budget (est)	
	Wage	Bill Rate	Weekly Hours	Weekly Cost	Annual Cost
<i>Security Professional</i>	\$ 19.37	\$ 28.11	129.75	\$ 3,647.75	\$ 189,683.07
<i>Site Supervisor</i>	\$ 21.19	\$ 32.10	40.00	\$ 1,283.94	\$ 66,764.88
	<b>Subtotal:</b>		<b>169.75</b>	<b>\$ 4,931.69</b>	<b>\$ 256,447.94</b>
<b>Holidays / OT - Security Officer</b>	\$ 29.06	\$ 14.06	<b>7 holidays</b>		<b>\$ 1,574.37</b>
<b>Holidays / OT - Site Supervisor</b>	\$ 31.78	\$ 16.05	<b>7 holidays</b>		<b>\$ 898.76</b>
Equipment & Other Items					
<b>Medical &amp; Benefits Package</b>			<b>included in above</b>		
				<b>Subtotal:</b>	<b>\$ 258,921.07</b>
				<b>Sales Tax, 6.5%</b>	<b>\$ 16,829.87</b>
				<b>Annual TOTAL</b>	<b>\$ 275,750.94</b>
				<b>Bi Weekly Avg</b>	<b>\$ 10,605.81</b>
				<b>Monthly Avg</b>	<b>\$ 22,979.24</b>

**11Diii**



# Service Report

Scheduled: 3/7/2024 Tech: MRE  
 Warranty Expires: 7/18/2013  
 Maint Expires: 12/31/2025

Work Order#: **178123**

2801 N. Powerline Road  
 Pompano Beach, FL 33069  
 Tel 954-971-7350 Fax 855-365-PUMP (7867)

Bill to Customer #: 352  
 Cypress Shadows CDD  
 Attn: Justin Faircloth  
 C/O Inframark  
 2002 Pan Am Circle, Ste 300  
 Tampa, FL, 33602  
 Tel: 813-873-7300 Fax:  
 Cust. P.O.#

Job Site: Site ID# **7485**  
 The Preserve at Corkscrew Dual 30 HP  
 c/o CDD  
 Estero, FL 33928  
 Tel: 239--38-1-79 Contact: Justin Faircloth  
 Maintenance: FG2  
 Model: HC2F-30PDV-460/3-MR3L-Z

### Pump System

Station Design: 800 GPM at 80 PSI

Job Completed YES  NO

Hoover Additional Work Required YES  NO

System Operating YES  NO

Additional Work Required By Customer YES  NO

#### Nature of Call

Visit #1 of 2, Year 1 of 2, Level 5 Preventative Maintenance. Serviced all hydraulic pilot components, flushed valve, cleaned y-strainer, opened and cleaned reducing and sustaining pilots as applicable, checked valve, checked speed control and tubing, checked pressure tank, tightened all bolts on skid, tested control panel logic, tightened all electrical connections in panel and to motor, treated with protectant, checked and replaced any defective lights and fuses, greased motor (if applicable), rinsed skid, ran system to confirm proper operation per proposal# MA 6179. Service pre-authorized for up to \$750.00

#### Work Performed

Hoover Technician Matt communicated with Donald and Justin prior to arrival and performed/observed the following on site:

- Performed maintenance per checklist requirements
- Upon arrival, found the HMI cover in the raised position exposing HMI to elements. HMI does not appear to be compromised at this time.
- Upon powering down station, the HMI went blank, indicating that the UPS backup battery has failed.
- The UPS power supply and UPS backup battery are the old Phoenix Contact Model.
- Recommend installing New WAGO UPS power supply and UPS backup battery that way they are compatible and updated.
- System was left in Auto and operational.





# Service Report

Scheduled: 3/7/2024 Tech: MRE  
Warranty Expires: 7/18/2013  
Maint Expires: 12/31/2025

Work Order#: **178123**

2801 N. Powerline Road  
Pompano Beach, FL 33069  
Tel 954-971-7350 Fax 855-365-PUMP (7867)

## Work Performed





# Service Report

Scheduled: 3/7/2024 Tech: MRE  
Warranty Expires: 7/18/2013  
Maint Expires: 12/31/2025

Work Order#: **178123**

2801 N. Powerline Road  
Pompano Beach, FL 33069  
Tel 954-971-7350 Fax 855-365-PUMP (7867)

## Work Performed



## Additional Work Required

Hoover to provide proposal to replace failed UPS and backup battery assembly.