

Windward at Lakewood Ranch Community Development District

3501 Quadrangle Blvd., Ste. 270, Orlando, FL 32817

Phone 407-723-5900; Fax 407-723-5901

www.windwardatlakewoodranchcdd.com

The following is the agenda for the Board of Supervisors Meeting for the **Windward at Lakewood Ranch Community Development District** scheduled to be held **Wednesday, November 10, 2021 at 12:15 p.m. at 5800 Lakewood Ranch Blvd, Sarasota, FL 34240**. The following is the proposed agenda for this meeting.

Call in number: 1-844-621-3956

Passcode: 790 562 990 #

BOARD OF SUPERVISORS' MEETING AGENDA

Administrative Matters

- Call to Order
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

Business Matters

1. Consideration of the Minutes of the October 13, 2021 Board of Supervisors Meeting
2. Review and Consideration of Solitude Lake Management, Restoration Assessment-Pond 12
3. Ratification of Funding Requests 90-92 & 94
4. Review of District Financial Statements *(under separate cover)*

Other Business

Staff Reports

District Counsel
District Engineer
District Manager

Supervisor Requests and Audience Comments

Adjournment



**Windward at Lakewood Ranch
Community Development District**

Consideration of the Minutes of the October 13, 2021 Board
of Supervisors Meeting

MINUTES OF MEETING

**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING MINUTES
Wednesday, October 13, 2021 at 12:15 p.m.
5800 Lakewood Ranch Blvd,
Sarasota, FL 34240**

Board Members in attendance:

Pete Williams	Chairperson
John Leinaweaver	Vice Chairperson
Sandy Foster	Assistant Secretary
Dale Weidemiller	Assistant Secretary
John Blakley	Assistant Secretary

Also present or via speaker phone were:

Vivian Carvalho	District Manager-PFM Group Consulting LLC	
Venessa Ripoll	Assistant District Manager-PFM Group Consulting LLC (via phone)	
Kevin Plenzler	PFM Financial Advisors LLC	(via phone)
Ed Vogler	District Counsel- Vogler Ashton	(via phone)
Kim Ashton	District Counsel- Vogler Ashton	(via phone)
Mike Kennedy	District Engineer- Stantec	(via phone)
Tom Panaseney	Neal Communities	
Jim Schier	Neal Communities	
Pam Curran	Neal Communities	
John McKay	Neal Communities	
Tracy Hecht	Neal Communities	(via phone)
Janice Snow	Neal Communities	(joined at 12:25 p.m.)
Misty Taylor	Bryant Miller Olive	(via phone)
John Noakes	Homeowner	

FIRST ORDER OF BUSINESS

Administrative Matters

Call to Order and Roll Call

Ms. Carvalho called to order at 12:15 p.m. the meeting of the Board of Supervisors of the Windward at Lakewood Ranch Community Development District and proceeded with roll call. The persons in attendance are as outlined above.

Public Comment Period

Mr. Noakes asked about the Fruitville Improvement Project. He asked if the County is paying for that expansion or if the CDD will have some responsibility. Mr. Kennedy stated it is a partnership with the District and the County. There is an agreement the County has

with the District to reimburse the cost of the design through their funds. The District submitted 30% and 60% plans and invoiced the District. The District Engineer then worked with Ms. Lane, the District Accountant to have those invoices forwarded to the County who then paid the District under the Reimbursement Agreement and the District pays the District Engineer. The County wanted another governmental entity involved as opposed to a private sector company so, the District was able to facilitate that to get the road improved and it is fiscally neutral to the District.

Mr. Noakes asked about the Capital Funds once construction begins. Mr. Kennedy stated that will not be a District cost and will be funded through the County. Mr. Vogler added that the Developer has a backstop funding agreement with the District. He further stated, not only is the County primarily responsible for reimbursing the design costs, if there was any difficulty with that in any way the Project Developer has a backstop funding agreement that would fund that improvement.

Mr. Noakes asked about the Martinique Project and funding the operation and maintenance for 2022. Mr. Vogler explained the Martinique portion of the overall Windward Project is a separate area and has its own plat and as of yesterday the Board of County Commissioners has expanded the Windward at Lakewood Ranch Community Development District to include Martinique so, that land is now within the District and there will be budgets that include that property as well. Some of the older concepts about that property and its relationship to the District no longer apply and the Amended Budgets have not been fully developed but they will be.

SECOND ORDER OF BUSINESS

Business Matters

Consideration of the Minutes of the September 8, 2021 Board of Supervisors' Meeting

The Board reviewed the Minutes of the September 8, 2021 Board of Supervisors' Meeting.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved the Minutes of the September 8, 2021 Board of Supervisors' Meeting.

Review & Consideration of Grau & Associates Engagement Letter for Auditing Services

The Board reviewed the Grau & Associates Engagement Letter for Auditing Services. Mr. Williams discussed that Grau & Associates added a caveat to the Engagement Letter that could cause additional fees if there is additional audit work or if Bonds are issued. Mr. Williams requested another caveat to be added with a not to exceed amount especially when it comes to budgeting or Bond Issuances.

Mr. Weidemiller asked if this Contract was for three or five years. Mr. Williams stated the District did one year already and these are the last two years. Ms. Carvalho stated at any point the District can proceed with the Auditor Selection process again.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved the Grau & Associates Engagement Letter for Auditing Services in substantial form subject to provision to be added for a not to exceed amount cost for auditing services if there are subsequent bond issuances for the District.

Consideration of Resolution 2022-01, Designating the Primary Administrative Office

Ms. Carvalho presented Resolution 2022-01, Designating the Primary Administrative Office. She explained it is before the Board because the District Manager's Office has changed to 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board approved Resolution 2022-01, Designating the Primary Administrative Office.

Consideration of Resolution 2022-02, Designating Registered Agent & Office

Ms. Carvalho presented Resolution 2022-02, Designating the Registered Agent & Office. She noted this updates the Registered Agent to Ms. Carvalho and corrects the address to 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board approved Resolution 2022-02, Designating Registered Agent & Office.

Ms. Snow joined the meeting in progress at 12:25 p.m.

Review and Consideration Specific Authorization No. 5,

**General District Engineer Services
for Fiscal Year 2021/2022**

Mr. Kennedy explained the District Engineer has a Master Services Agreement with the District and typically as project come up, he will bring a Specific Authorization. He likes to have a Specific Authorization for the Fiscal Year as opposed to one large authorization that the District continues to add to.

He presented Specific Authorization No. 5 to the amount of \$15,000.00 for General Services which includes attending Board meetings, addressing resident's concerns, inspections for the Water Management System, etc. The \$15,000.00 amount is budgeted and invoices are calculated on an hourly basis and a backup is sent to Ms. Carvalho and Ms. Lane with descriptions of the time that was spent on the project and the work is only approved if the Board directs the District Engineer to do so.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board approved Specific Authorization No. 5, General District Engineer Services for Fiscal Year 2021-2022.

**Review and Consideration Hoover
Pump Systems Proposal**

Ms. Carvalho stated according to the discussion she had with the Ms. Hecht and the HOA Manager, the pump is the responsibility of the District.

Mr. Hecht presented the Hoover Pump System Proposal and must be contracted through the District. Mr. Leinaweaver asked if it was for both pumps or just one pump. Ms. Hecht stated the proposal is for one pump.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved the Hoover Pump System Proposals in the total annual price of \$2,890.00

**Review and Discussion of the
Solitude Lake Management
Service Contract, Add-on Ponds
1,6,8, and 27**

Ms. Carvalho stated the District has an existing Solitude Lake Management Service Contract however, this agenda item is to add the additional Ponds 1, 6, 8, and 27.

On MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board approved the Solitude Lake Management Service Contract, Add-on Ponds 1,6,8, and 27.

Review and Discussion of the Solitude Lake Management Monitoring Report

Ms. Carvalho explained the Solitude Lake Management Monitoring Report is a requirement that must be completed by Solitude. Ms. Carvalho requested the Board to accept the Solitude Lake Management Report for the record keeping.

Mr. Williams requested Solitude to take pictures when they are doing the inspections and include the picture with the Management Report.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board accepted the Solitude Lake Management Monitoring Report.

Ratification of Property Appraiser Agreement

The Board reviewed the Property Appraiser Agreement. Ms. Carvalho explained the District Assessments will be going on the Tax Roll next year or the end of Fiscal Year 2022 and this agreement must be in place within the timeframe for the District to utilize the Uniform Method of Collection and the Tax Collector for assessing and collecting the Assessments by the end user.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board ratified the Property Appraiser Agreement.

Ratification of Funding Requests 83-89

The Board reviewed Funding Requests 83-89.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board ratified Funding Requests 83-89.

Review of District Financial Statements

The Board reviewed the District Financial Statements through September 30, 2021.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board accepted the District Financial Statements.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – Ms. Ashton stated the Martinique Subdivision was annexed into the CDD as of yesterday which adds an additional 20 acres to the District’s boundaries.

District Engineer – No Report

District Manager – Ms. Carvalho noted that the next meeting is scheduled for November 10, 2021 at this location at 12:15 p.m.

FOURTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

A Board Member commented that Solitude does put pictures of all their sites at the bottom of the Report.

FIFTH ORDER OF BUSINESS

Continuation

There was no additional business to discuss. A discussion took place about continuing the meeting. Ms. Carvalho requested a motion to continue this meeting to October 28, 2021 at 11:00 a.m. at this location.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the October 13, 2021 Board of Supervisors Meeting of the Windward at Lakewood Ranch Community Development District was continued at 12:37 p.m. to October 28, 2021 at 11:00 a.m. at this location.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Windward at Lakewood Ranch Community Development District

Review and Consideration of Solitude Lake Management,
Restoration Assessment-Pond 12

Records shall be maintained by the Contractor for a period of at least five (5) years after the expiration of the Agreement; and, copies of all Records shall be timely given to the District upon request. The Records shall include, but not be limited to, documents and other information pertaining to all costs associated with the project and Work contemplated by the Agreement. The District, and/or its duly authorized representative, shall have the right to audit such Records at reasonable times upon prior notice to Contractor, and Contractor shall be required to prepare and maintain all Records on a basis of generally accepted accounting principles. If an audit reveals overcharges that exceed the total amount due Contractor under the Agreement, Contractor will reimburse District for the cost of the audit and pay 2.5 times the amount of the overcharges as liquidated damages.

6. The Contractor agrees and understands that District is a special purpose unit of local government and as such is subject to Chapter 119, Florida Statutes. Contractor agrees and covenants to fully cooperate with District, to District's full satisfaction, in responding to requests for public records pursuant to Chapter 119, Florida Statutes, as same pertain to the Records, the Work and the Agreement. Contractor further agrees and understands that the Records, Work and Agreement are public records, and Contractor shall fully comply with Florida law, and specifically the provisions of Chapter 119 Florida Statutes, as it pertains to same.

7. Contractor covenants, warrants and agrees that all work products of Contractor, Contractor's employees, suppliers and subcontractors, including drawings, designs, plans, reports, manuals, programs, tapes, electronic data and any other material prepared by Contractor or its employees, suppliers and subcontractors under the Agreement, including the Records, shall belong exclusively to, and may be used by, the District, free and clear of all liens and other encumbrances.

8. In addition to the terms of this Addendum, the Agreement shall be further subject to the "Terms and Conditions to CDD Addendum," attached hereto as Exhibit "A," and incorporated herein.

9. The parties agree that the Agreement shall be controlled and governed by the laws of the State of Florida, with venue situate in the County in which the CDD's property is located.

10. The Agreement, Addendum and Terms and Conditions to CDD Addendum constitute the entire agreement between the parties hereto with respect to the matters hereby. All prior negotiations, representations and agreements, whether oral or written, with respect hereto not incorporated herein are hereby cancelled, terminated and void. The Agreement can be modified or amended only by a written document duly executed on behalf of both parties hereto.

11. If any term of the Agreement, Addendum or Terms and Conditions to CDD Addendum is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of the Agreement, Addendum and Terms and Conditions to CDD Addendum shall remain in full force and effect.

12. The Agreement, Addendum and Terms and Conditions to CDD Addendum shall constitute one complete document and shall be referred to collectively as the "Agreement"; provided however, and notwithstanding anything to the contrary herein, in the event of any conflict between the terms of this Addendum [which specifically includes by incorporation the Terms and Conditions to CDD Addendum] and the terms of the Agreement, the terms of this Addendum shall at all times govern, control and prevail.

IN WITNESS WHEREOF, this Addendum is hereby executed as of the date first above set forth.

Contractor:

District:

_____ **Community Development District**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Chairperson/Vice Chairperson of the Board of Supervisors

EXHIBIT "A"

TERMS AND CONDITIONS TO CDD ADDENDUM (rev 7-6-2021)

SECTION 1. WORK

The Contractor shall complete all Work as specified or indicated in the Agreement in a timely and professional manner; in accordance with all laws, rules and regulations of any governmental body with jurisdiction thereto; and in accordance with any and all schedules or other time frames for completion of the Work set forth in the Agreement. TIME IS OF THE ESSENCE FOR COMPLETION OF THE WORK.

SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE

District Engineer will act as the representative for the District to review and inspect the Work. District Engineer shall at all times have access to review all plans, specifications, permits, approvals and all other matters of and associated with Contractor's Work and completion thereof.

SECTION 3. AUDIT

Contractor shall check all materials and labor entering into the Work and shall keep such full and detailed accounts as may be necessary to determine the Cost of the Work. District shall have access to the Work at all reasonable times and the right to audit all Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers and memoranda, relating to the Work, and Contractor shall preserve such records for a period of not less than five (5) years after final payment.

SECTION 4. PAYMENTS

- A. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.
- B. Retainage: Five percent (5%) shall be retained from each payment made by District to Contractor until the Work has been fully completed in accordance with the Agreement and all provisions related to the Work have been fulfilled, as confirmed in writing by the District's Representative, and all provisions related to the Agreement have been fulfilled, as confirmed by the District's Board of Supervisors in writing; provided however, if District Engineer is a party to the Agreement, then District shall appoint an independent District Representative.
- C. Any provision hereof to the contrary notwithstanding, District shall not be obligated to make any payment to Contractor hereunder if Contractor has failed to perform its Work and any other obligations hereunder or otherwise is in default under the Agreement, (as amended, supplemented and modified by the Addendum and this Terms and Conditions to CDD Addendum).
- D. As a condition precedent to each payment under the Agreement, Contractor shall furnish to District a partial waiver and release of lien, in a form satisfactory to the District, from all subcontractors, materialmen and other parties furnishing labor, materials, or both in the performance of the Work. The Contractor agrees, and this Agreement is based upon the expressed condition, that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold District harmless from and against such liens, claims, rights and any and all expenses incurred by the Contractor or District in discharging them.
- E. As conditions precedent to any final payment under the Agreement, Contractor shall: (i) execute and deliver a final affidavit, waiver and release of all claims and liens Contractor may have against the District and the land and improvements upon which the Work is located; (ii) furnish written release and waivers of all rights to claim or file liens properly executed by any and all subcontractors, materialmen, suppliers, laborers, vendors or others furnishing work, labor, materials, machinery or fixtures in the performance of the Work in a form satisfactory to the District; (iii) furnish any manufacturers' guarantees or warranties for materials provided or equipment installed in the Work; (iv) have done and performed all other things required of it pursuant to the Agreement; (v) furnish District with the Certificate of Use or Occupancy, as the case may be (if applicable); (vi) warrant all workmanship as outlined in Exhibit A-1, attached; and (vii) deliver to the District a set of "as built" drawings and plans, (if applicable), reflecting all changes, modifications and additions thereto which occurred during performance of the Work. Acceptance of any Work or any possession taken by District shall not operate as a waiver of any provision

of the Agreement or any right or power therein reserved to District including any right to damages provided therein at law or in equity.

SECTION 5. INSURANCE

During the entire term of this Agreement and any extensions thereof, Contractor shall obtain and maintain, at Contractor's expense, the insurances required herein, which insurance shall be kept in full force and effect until acceptance of the Work by District. Before proceeding with any Work, Contractor shall furnish to District and District's Representative, and any governmental agency designated by District, an original certificate of insurance or proof of insurance in a form reasonably acceptable to District.

The District shall be named as additional insured on all insurance policies required with the exception of worker's compensation and employer's liability insurance. All required insurance policies, except workers' compensation and employers' liability, shall be endorsed to be primary and non-contributory to any insurance otherwise carried by Contractor and District with respect to the Work. Such insurance shall not be modified, permitted to lapse, or canceled without written notice to District from such insurance companies, mailed to District, with copies to District's Representative, via Registered Mail thirty (30) days in advance of such modification, expiration, or cancellation. In the event of such cancellation notice, Contractor, at Contractor's expense, shall obtain replacement insurance coverage from other insurance companies prior to the cancellation of the original insurance coverage.

Insurance Coverage	Limits
a) Worker's Compensation	As required by Florida law.
b) Employers Liability	\$1,000,000 per occurrence.
c) Comprehensive General Liability (Occurrence Form) Including but not limited to: Premises, operations and elevators. Independent Contractors. Broad form property damage. Personal Injury. Blanket contractual liability. Blanket fire and explosion legal liability. Explosion, collapse and underground hazard included. Products liability. Completed operations coverage for 3 years after completion and acceptance of the Work.	\$1,000,000 combined single limit bodily injury and property damage per occurrence and project specific aggregate.
d) Automobile Liability	\$1,000,000 combined single limit bodily injury and property damage per occurrence. If Contractor, or any subcontractor, is a transporter of hazardous materials, such transporter's Automobile Liability policy shall have all pollution exclusions deleted.

If Contractor subcontracts any of the Work, Contractor shall require each subcontractor to have the insurance coverage required by this Section or such other amount as agreed to by District and Contractor. Contractor shall furnish District evidence thereof before each subcontractor commences any of the Work. Contractor's obtaining of the insurance required by this Section shall in no manner lessen, diminish or affect Contractor's obligations set forth in any provisions of the Agreement. Contractor shall also carry such additional insurance as may be required by any law. All insurance policies required of Contractor and subcontractors shall contain a waiver of subrogation clause wherein no insurance company shall have any right of recovery against District.

All insurance required in this section shall be provided by financially responsible insurance carriers authorized or eligible to do business in the state of Florida and rated by A.M. Best Rating Service as A- or better.

District and Contractor acknowledge that the insurance requirements set forth in the Agreement may be required to be varied by District's insurance carrier and Contractor agrees to enter into suitable modifications of the provisions hereof upon the request of the District, provided District bears any additional cost occasioned thereby.

SECTION 6. INDEPENDENT CONTRACTOR

The Work shall be performed by Contractor as an independent contractor at its sole risk, cost and expense. District shall have the right to insist that all the provisions and requirements of the Agreement are carried out by Contractor.

SECTION 7. WAIVER

No consent or waiver, express or implied, by either party to this Agreement of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Unless the Agreement specifies a time period for notice of a particular claim, failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute waiver of the rights of such party hereunder. Notwithstanding anything to the contrary in the Agreement, inspection or failure of District to perform any inspection hereunder, shall not release Contractor of any of its obligations hereunder.

SECTION 8. PROTECTION OF WORK

- A. Contractor shall protect and prevent damage to all finished and unfinished portions of the Work, including but not limited to the protection thereof from damage by the elements, theft or vandalism. Restoration of such damage shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.
- B. If any property upon which the Work is completed or accessed in order to complete the Work, to include without limitation streams, waterways, existing trees and wetlands, are damaged to any extent by Contractor or its subcontractor(s), agents and/or assigns, then the Contractor shall repair and restore the property to the condition which exists on the date hereof. Such repair or restoration shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.

SECTION 9. COMPLIANCE WITH LAWS

Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District.

SECTION 10. PERMITS AND LICENSES

- A. Contractor shall pay all taxes, including sales taxes, unless otherwise stated herein. Contractor shall obtain and pay for all construction permits and licenses, and all contributions imposed or required by any law for any employment insurance, pensions, age-related retirement funds, or similar purposes.
- B. Contractor accepts liability for all taxes and contributions required of it and its subcontractors by the Federal Social Security Act and the unemployment compensation law or any similar law of any state.

SECTION 11. TERMINATION

- A. District may immediately terminate the Agreement in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Contractor, (b) filing of a voluntary petition in bankruptcy against Contractor, (c) filing of any involuntary petition in bankruptcy against Contractor, (d) appointment of a receiver or trustee for Contractor, (e) execution of an assignment, (f) failure of Contractor to commence the Work in accordance with the provisions of this Agreement, (g) failure of Contractor to prosecute the Work to completion thereof in a diligent, efficient, workmanlike, skillful and careful manner and in accordance with provisions of this Agreement, (h) failure of Contractor to use an adequate amount or quality of personnel or equipment to complete the Work without delay, (i) failure of Contractor to perform any of its obligations under this Agreement, or if Contractor otherwise repudiates or breaches any of the terms of this Agreement, including Contractor's warranties.
- B. District shall have the right to terminate this Agreement for any reason whatsoever at any time by giving Contractor thirty (30) days written notice thereof. Upon receipt of such notice, Contractor immediately shall

terminate performance of the Work and make every reasonable effort to mitigate its losses and damages hereunder; provided, however, in connection with such termination, Contractor shall perform such acts as may be necessary to preserve and protect that part of the Work theretofore performed hereunder. Upon such termination, District shall pay to Contractor a sum of money equal to the cost of all Work properly performed (accepted and approved by District and District's Representatives) hereunder by Contractor for which payments have not theretofore been made hereunder, and District shall assume the obligations of Contractor under all its subcontracts and purchase orders covering the unperformed parts of the Work. In the event of such termination, the Contractor shall not be entitled to anticipated profits on any Work not yet performed; and the Agreement shall become terminated and of no further force nor effect; provided however, and notwithstanding anything to the contrary, all warranties of Contractor for Work completed prior to the termination of the Agreement shall continue in full force and effect and shall survive termination of the Agreement.

SECTION 12. ATTORNEY'S FEE'S

In the event of any action or proceeding between Contractor and District to enforce any provision of this Agreement, the losing party shall pay to the prevailing party all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred in such action or proceeding and in any appeal in connection by such prevailing party. This Section is intended to be severable from the other provisions of this Agreement, and the prevailing party's rights under this Section shall not merge into any judgment and any judgment shall survive until all such fees and costs have been paid.

SECTION 13. SPECIAL CONDITIONS

1. Contractor is to provide weekly progress reports delivered to the District's Representative by 3:00 pm, Friday for the current week of Work.
2. Contractor shall coordinate all inspections required by governmental agencies and the District's Representative. All construction methods, materials, and testing shall comply with the standards of the county in which the CDD's lands are located.
3. The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize the cost of the Work to the District, the Contractor agrees to cooperate with the District and to allow the District, at its option, to purchase materials in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District only.
4. E-Verify. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

EXHIBIT A-1

CONTRACTOR (OR SUBCONTRACTOR) WARRANTY-GUARANTEE

For purposes of this Exhibit A-1, when this form is used to provide subcontractor's warranty-guarantee, the term "Contractor" shall apply to the subcontractor.

WARRANTY GUARANTEE

("Contractor" or "Subcontractor") _____ does hereby warrant and guarantee the Work in its entirety as defined in the Agreement dated _____ shall be free and clear from defects for a period of one (1) year from the date of inspection and acceptance by the District or the District's Representative, (the "Guarantee Period").

Contractor agrees to repair or replace to the satisfaction of the District's Representative any or all Work that may prove defective in workmanship or materials within the Guarantee Period.

If Contractor fails to comply with the above-mentioned conditions within a reasonable time after being notified, Contractor hereby authorizes the District to proceed to have defects repaired and made good at Contractor's sole cost and expense, and Contractor shall pay the costs and charges therefore immediately upon demand to the District.

The warranty-guarantee rights afforded the District herein shall be in addition to all other rights afforded the District at law and equity, and shall in no way restrict, limit or impair those additional rights of the District.

CONTRACTOR (OR SUBCONTRACTOR):

(Name)

By: _____

Title: _____

Date: _____, 20____

SERVICES CONTRACT

CUSTOMER NAME: Windward CDD % Megan Heins

PROPERTY NAME: Pond 12

CONTRACT DATE: October 25, 2021

SUBMITTED BY: Alex Johnson - Operations Manager

SPECIFICATIONS: Restoration Assessment - Pond 12

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$850.00**. The Customer will be invoiced in full by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

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7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Windward CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - SERVICES

Specifications:

Restoration Assessment - Pond 12

Restoration Assessment:

Equipment: Secchi Disc, YSI, Van Dorn Water Sampler, Water Sampling Kit, GPS, pH Pen, Lowrance and Depth Finder

Restoration Assessment: Per Assessment

- (2) Total Nitrogen
- (2) Ammonia
- (5) Total Phosphorus (including Alum Jar)
- (1) Total Alkalinity
- pH Titration
- Water Column Profile
- (2)pH
- Trophic status and TN/TP ratio

Permitting (when applicable):

SOLitude staff will be responsible for the following:

- a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
- b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
- c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
- d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.

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- e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Companies will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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**Windward at Lakewood Ranch
Community Development District**

Ratification of Funding Requests 90-92 & 94

**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request 90-92 & 94

FR #	Description	Amount	Total
90	PFM Group Consulting		
		\$ 1,666.63	
		\$ 16.15	
			\$1,682.78
91	CA Florida Holdings		
		\$ 316.25	
	Eco-Logic Services		
		\$ 2,850.00	
	Stantec Consulting Services		
		\$ 265.00	
	Vogler Ashton		
		\$ 1,743.00	
			\$5,174.25
92	Fortiline Waterworks		
		\$ 1,000.00	
		\$ 270.00	
		\$ 5,980.00	
		\$ 13,739.00	
		\$ 17,600.00	
		\$ 25,596.00	
	Stantec Consulting Services		
		\$ 1,094.50	
			\$65,279.50
94	FPL		
		\$ 375.22	
	PFM Group Consulting		
		\$ 15.49	
		\$ 263.44	
		\$ 15.13	
			\$ 669.28
		Total	\$72,805.81

**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 090

10/1/2021

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	PFM Group Consulting			
	DM Fee: September 2021	DM-09-2021-55	1,666.63	FY 2021
	August Reimbursables	OE-EXP-09-44	\$ 16.15	FY 2021

TOTAL \$ 1,682.78

1,682.78	FY 2021
	FY 2022

Venessa Ripoll

Secretary / ecretary



Board Member

Windward at Lakewood Ranch C
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste.
Orlando, FL 32817
LaneA@pfm.com // (407) 723-590

RECEIVED
By Amanda Lane at 9:45 am, Oct 05, 2021

WINDWARD AT LAKEWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT

Funding Request No. 091

10/8/2021

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	CA Florida Holdings Legal Advertising on 09/01/2021 (Ad: 6227971)	4096424	\$ 316.25	FY 2021
2	Eco-Logic Services September Monitoring	1469	\$ 2,850.00	FY 2021
3	Stantec Consulting Services Engineering Services Through 10/01/2021	1840644	\$ 265.00	FY 2021
4	Vogler Ashton General Counsel Through 09/30/2021	7160	\$ 1,743.00	FY 2021

TOTAL \$ 5,174.25

5,174.25	FY 2021
	FY 2022

Venessa Ripoll

Secret



**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 092
10/8/2021

Item No.	Vendor	Invoice Number	Construction Fund	Fiscal Year
1	Fortiline Waterworks			
	NH1 PH2 Construction Materials	5424295	\$ 1,000.00	FY 2021
	NH1 PH2 Construction Materials	5440904	\$ 270.00	FY 2021
	NH2 PH1 Construction Materials	5440897	\$ 5,980.00	FY 2021
	NH2 PH1 Construction Materials	5394432	\$ 13,739.00	FY 2021
	NH2 PH1 Construction Materials	5440907	\$ 17,600.00	FY 2021
	NH2 PH1 Construction Materials	5440885	\$ 25,596.00	FY 2021
2	Stantec Consulting Services			
	Phase 2 Bidding & Limited Construction Phase Services Through 10/01/2021	1840645	\$ 1,094.50	FY 2021

TOTAL \$ 65,279.50

65,279.50	FY 2021
	FY 2022

Venessa Ripoll
Secretary / Assistant Secretary


Board Member

RECEIVED
By Amanda Lane at 2:13 pm, Oct 12,

**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 094

10/22/2021

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	FPL			
	Street Lights # Windward ; Service 09/22/2021 - 09/30/2021	Acct: 10775-85188	\$ 375.22	FY 2021
2	PFM Group Consulting			
	Billable Expenses	117029	\$ 15.49	FY 2021
	Billable Expenses	117479	\$ 263.44	FY 2021
	September Reimbursables	OE-EXP-10-44	\$ 15.13	FY 2021

TOTAL \$ 669.28

669.28	FY 2021
	FY 2022

Venessa Ripoll
Secretary / Assistant Secretary


Board Member

RECEIVED
By Amanda Lane at 9:51 am, Oct 25, 2021

**Windward at Lakewood Ranch
Community Development District**

Review of District Financial Statements
(under separate cover)