

Windward at Lakewood Ranch Community Development District

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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, January 12, 2022 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 December 8, 2021 Board of Supervisors Meeting
2. Review and Consideration of Westcoast Landscape & Lawns, Inc Proposal
3. Ratification of Funding Requests 97 -- 98
4. Review of District Financial Statements

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 December 8, 2021 Board
of Supervisors Meeting

MINUTES OF MEETING

**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING MINUTES
Wednesday, December 8, 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 speakerphone were:

Vivian Carvalho	District Manager-PFM Group Consulting LLC (via phone)
Venessa Ripoll	Assistant District Manager-PFM Group Consulting LLC (via phone)
Ed Vogler	District Counsel- Vogler Ashton (via phone)
Kim Ashton	District Counsel- Vogler Ashton (via phone)
Mike Kennedy	District Engineer- Stantec
Tom Panaseny	Neal Communities (via phone)
Kim Zawacki	Neal Communities
Jim Schier	Neal Communities (joined at 12:16 p.m.)
Sete Zare	MBS (via phone)
Misty Taylor	Bryant Miller Olive (via phone)

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 outlined above.

Public Comment Period

Jim Schier joined the meeting in progress at 12:16 p.m.

Ms. Carvalho noted there were no members from the public present.

SECOND ORDER OF BUSINESS

Business Matters

**Consideration of the Minutes of
the November 10, 2021 Board of
Supervisors Meeting**

The Board reviewed the Minutes of the November 10, 2021 Board of Supervisors Meeting.

On MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board approved the Minutes of the November 10, 2021 Board of Supervisors Meeting.

**Review and Consideration of
Solitude Lake Management,
Planting-Ponds 9 and 10**

Ms. Carvalho explained this was received in between meetings. Solitude is currently providing services, and this is for additional planting at ponds 9 and 10.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved the Addendum with Solitude Lake Management for Planting at Ponds 9 and 10.

**Review and Consideration of
Solitude Lake Management,
Planting Ponds 1, 3, 4, 6, 8, 10, 12,
13 and 16**

Ms. Carvalho explained that this proposal is similar to the previous one but is for ponds 1, 3, 4, 6, 8, 12, 13 and 16. She will confirm that pricing for pond 10 is not included as it was included in the previous proposal.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved the Addendum with Solitude Lake Management for Planting at Ponds 1, 3, 4, 6, 8, 12, 13 and 16 in substantial form and authorized the Chairman to execute once pond 10 is confirmed as excluded.

**Review and Consideration of
Specific Authorization No. 6,
Revised Engineer’s Report for the
Master Infrastructure
Assessments**

Mr. Kennedy explained that with the addition of the Martinique project the Engineer’s Report needs to be revised for the Master Infrastructure Assessments. This Authorization is for the work to do that revision.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board approved Specific Authorization No. 6, Revised Engineer’s Report for the Master Infrastructure Assessments.

**Ratification of Funding Requests
95-96**

The Board reviewed Funding Requests 95-96.

On MOTION by Mr. Williams, seconded by Ms. Weidemiller, with all in favor, the Board ratified Funding Requests 95-96.

**Review of District Financial
Statements**

The Board reviewed the District Financial Statements through October 31, 2021.

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

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No Report

District Engineer – Mr. Kennedy discussed two items. The first was regarding the backup water that was not draining. His team looked into this and it appears that the contractor had put sandbags by the storm drain and left them there. The second was regarding the

lighting. There was a streetlight out by the resident's house, and they have provided that information to have Neal Communities fix it. Also, by the entrance at the wetland area there is no lighting. This item is being addressed with Neal Communities to see if they want to add path lighting or put in streetlights. He also noted that Mr. Evans will be calling the resident directly to provide an update.

District Manager – Ms. Carvalho noted that the next meeting is scheduled for January 12, 2022.

FOURTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

There were no Supervisor requests or audience comments.

FIFTH ORDER OF BUSINESS

Adjournment

A discussion took place about continuing the meeting or holding a special meeting. Ms. Ashton explained that since there has been a time delay that a special meeting should be held for the Chapter 170 Assessment process.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved placing an ad to hold a Special Board of Supervisors Meeting at 1:00 p.m. on January 4, 2022 at 5800 Lakewood Ranch Blvd., Sarasota, FL 34240.

There was no additional business to discuss.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the December 8, 2021 Meeting of the Board of Supervisors of the Windward at Lakewood Ranch Community Development District was adjourned at 12:27 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Windward at Lakewood Ranch Community Development District

Review and Consideration of Westcoast Landscape &
Lawns, Inc Proposal

**ADDENDUM TO AGREEMENT BETWEEN
WINDWARD AT LAKEWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT
AND CONTRACTOR**

This Addendum to Agreement Between Windward at Lakewood Ranch Community Development District and Contractor, (the "Addendum"), is made and entered into as of the 12 day of _____ January, 2022, by and between the **Windward at Lakewood Ranch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter, "District"); and _____ Westcoast Landscape & Lawns, Inc. (hereinafter, the "Contractor").

WITNESSETH

WHEREAS, District and Contractor are parties to that certain contract, proposal and/or agreement, (collectively the "Agreement"), of even date herewith for construction, work, professional and/or related services, (collectively the "Work"), to be performed on lands owned and/or operated and maintained by the District, (the "Agreement"); and,

WHEREAS, Florida law requires specific contractual provisions apply to all Community Development Districts pursuant to Chapter 190, Florida Statutes; and,

WHEREAS, the parties desire for this Addendum to amend, modify, supplement and clarify the Agreement, such that the Agreement shall fully comply with the provisions of this Addendum, Chapter 190, Florida Statutes and other provisions of law pertaining to public bodies.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. 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.

2. Contractor shall obtain, and thereafter at all times during the performance of the Work described in the Agreement, maintain a performance bond and a labor and material payment bond, as applicable, each in form and substance satisfactory to District. Such bonds shall comply with Section 255.05, Florida Statutes.

3. Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work and project contemplated by the Agreement in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District's Resolutions, Rules and Regulations.

4. To the fullest extent permitted by law, and to the extent claims, damages, losses or expenses are not covered by insurance maintained by Contractor in accordance with the Agreement, Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether employees of Contractor or its subcontractors, or otherwise, and to all property (real and personal), caused by, resulting from, arising out of or occurring in any manner whatsoever in connection with the execution of the Work and/or performance of the Agreement. Contractor agrees to indemnify and save harmless District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, losses, costs, expenses, liability, damages and/or injuries, including reasonable legal fees, that District, its officers, Supervisors, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. The District shall have the right to withhold from any payments due or to become due to Contractor an amount sufficient in its judgment to protect and indemnify District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, including legal fees and disbursements, or District in its discretion, may require Contractor to furnish a surety bond satisfactory to District guaranteeing such protection, which bond shall be furnished by Contractor within five (5) days after written demand has been made therefore.

5. The Contractor shall prepare and maintain complete records and comprehensive books relating to the Work and/or any other services performed on lands within and/or controlled by the District, (the "Records"), which 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 Sarasota County, Florida.

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:

By: _____
Name: _____
Title: _____

District:

**Windward at Lakewood Ranch Community
Development District**

By: _____
Name: _____
Chairperson/Vice Chairperson of the Board of
Supervisors

EXHIBIT "A"

TERMS AND CONDITIONS TO CDD ADDENDUM

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 as 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: Ten percent (10%) 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) furnished 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 Sarasota County, Florida, standards.
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.

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____



WESTCOAST

LANDSCAPE & LAWNS, INC.

1/11/2022

1-877-707-5296 OFFICE 727-544-6330 FAX www.WESTCOASTLAWNS.com

Agreement for Landscape Maintenance

This service agreement, by and between WINDWARD AT LAKEWOOD RANCH CDD which is responsible for the maintenance of the facilities located at Sarasota, FL and Westcoast Landscape and Lawns, Inc., who will perform the landscape maintenance (hereinafter referred to as ("Contractor")) In consideration of the mutual covenants, conditions and agreements attached hereto and incorporated herein, and other good and valuable consideration, it is agreed that the landscape maintenance program consists of the following service:

2021 / 2022 Pricing

MONTHLY

ANNUALLY

Monthly Irrigation Maintenance - PHASE 1

\$ 1,650.00

\$ 19,800.00

- Inspect irrigation system (12 times per year)
- The Contractor will inspect all rotors, pop-ups and control panels throughout the property once a month. This inspection consists of adjustments to any rotors or spray heads needed to provide adequate water to existing irrigated areas. A written summary can be provided upon request. Repairs to the irrigation system caused by conditions under which Westcoast is not directly responsible will be invoiced separately at an approved time and a material rate. All repairs will require pre-approval from property representative.
- Westcoast proposes a service plan to supplement the above mentioned inspection. This proposed 'not to exceed' plan shall be for the amount listed below on a monthly basis. This service is not included in the monthly agreement of the irrigation check for the property. This program will allow Westcoast to repair faulty components on site without a written estimate or board approval. If no repairs are needed at the time of the monthly inspection, no additional charges will be made.
DNE - \$1,200.00 per month

Monthly Irrigation Maintenance - PHASE 2

\$ 585.00

\$ 7,020.00

- Inspect irrigation system (12 times per year)
- The Contractor will inspect all rotors, pop-ups and control panels throughout the property once a month. This inspection consists of adjustments to any rotors or spray heads needed to provide adequate water to existing irrigated areas. A written summary can be provided upon request. Repairs to the irrigation system caused by conditions under which Westcoast is not directly responsible will be invoiced separately at an approved time and a material rate. All repairs will require pre-approval from property representative.
- Westcoast proposes a service plan to supplement the above mentioned inspection. This proposed 'not to exceed' plan shall be for the amount listed below on a monthly basis. This service is not included in the monthly agreement of the irrigation check for the property. This program will allow Westcoast to repair faulty components on site without a written estimate or board approval. If no repairs are needed at the time of the monthly inspection, no additional charges will be made.
DNE - \$350.00 per month

Monthly Irrigation Maintenance - PHASE 3

\$ 675.00

\$ 8,100.00

- Inspect irrigation system (12 times per year)
 - The Contractor will inspect all rotors, pop-ups and control panels throughout the property once a month. This inspection consists of adjustments to any rotors or spray heads needed to provide adequate water to existing irrigated areas. A written summary can be provided upon request. Repairs to the irrigation system caused by conditions under which Westcoast is not directly responsible will be invoiced separately at an approved time and a material rate. All repairs will require pre-approval from property representative.
- Westcoast proposes a service plan to supplement the above mentioned inspection. This proposed 'not to exceed' plan shall be for the amount listed below on a monthly basis. This service is not included in the monthly agreement of the irrigation check for the property. This program will allow Westcoast to repair faulty components on site without a written estimate or board approval. If no repairs are needed at the time of the monthly inspection, no additional charges will be made.
DNE - \$450.00 per month

Detailed scope of work

Any contractual work orders provided to Contractor will be done in a timely manner. (One to two week completion time under ordinary circumstances)

Initial clean up

Should the quality of the current maintenance deteriorate between the time this contract is submitted and signed a clean up fee may be assessed. Palm tree trimming

Property Damage

Contractor assumes full responsibility for any damage, including irrigation components, light poles, cable box, etc. that may occur in the maintenance process. Contractor is not responsible for the condition of the landscape due to drought, freeze or storm damage. Contractor shall repair, or at its option pay for, the repair of any damage caused by Contractor's neglect, provided however, that such damage must be promptly reported to Contractor's office and Owner and administrative representative of Contractor have inspected the damage to determine without doubt who caused the damage. Cost of the repairs performed by others that have been accepted by Contractor shall be billed to contractor, directly and will not be deducted from sums owed the Contractor by Owner.

Catastrophic or Natural Events

Work schedules may be interrupted by weather conditions to the point that scheduled activities, i.e., mowing, pruning, edging etc., may be temporarily halted. Acceptable horticultural practices call for minimal pruning of freeze damaged material until the threat of future freezes has passed. Special clean ups and/or pruning due to storms, freezes, human initiated events by other than the Contractor, or other Acts of God are not included and will require extra charge based on time, material and disposal fees as per the following list. If a catastrophic or manmade event were to occur and all or part of the property become un-maintainable as this service agreement outlines, all services for the Association and the appropriate compensation to the Contractor will be suspended until such time they can be resumed. If only part of the property were damaged, the contract payments and services provided would be prorated accordingly. However, the Association is responsible for all services provided up to the date of the catastrophic event.

Severability and Waiver

If any section, subsection, sentence, clause, phrase or word of this Contract be and is, for any other reason held or declared by a court of competent jurisdiction to be inoperative or void, such holdings shall not affect the remaining portions of this agreement. It shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this contract, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein.

The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenant, condition or right as respects further performance.

Respectfully Submitted by:

Westcoast Landscape and Lawns, Inc

Approved and Accepted for:

WINDWARD AT LAKEWOOD RANCH CDD

Bruce Sabine 9-22-21
Print

Print

Sign Date

Sign Date

**Windward at Lakewood Ranch
Community Development District**

Ratification of Funding Requests 97 -- 98

**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request 97-98

FR #	Description	Amount	Total
97	Stantec Consulting Services		
		\$ 1,129.00	
		\$ 2,411.00	
			\$3,540.00
98	Jon M. Hall Company		
		\$ 387,748.35	
		\$ 647,244.60	
			\$1,034,992.95
		Total	\$1,038,532.95


**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 097

12/10/2021

Item No.	Vendor	Invoice Number	Construction Fund
1	Stantec Consulting Services Phase 2 Bidding & Limited Construction Phase Services Through 12/03/2021 Revised Engineer's Report for Master Infrastructure Approval	1863972	\$ 1,129.00
		1864776	\$ 2,411.00
TOTAL			\$ 3,540.00

Venessa Ripoll
Secretary / Assistant Secretary


Board Member

**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 098
12/17/2021

Item No.	Vendor	Invoice Number	Construction Fund
1	Jon M. Hall Company		
	N1 Ph 2 & N2 Ph 1 Pay Application 10 Through 10/31/2021	--	\$ 387,748.35
	N1 Ph 2 & N2 Ph 1 Pay Application 11 Through 11/30/2021	--	\$ 647,244.60
		TOTAL	\$ 1,034,992.95

Venessa Ripoll
Secretary / Assistant Secretary


Board Member

Windward at Lakewood Ranch CDD
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 270
Orlando, FL 32817
LaneA@pfn.com // (407) 723-5925

RECEIVED
By Amanda Lane at 1:39 pm, Dec 20, 2021

**Windward at Lakewood Ranch
Community Development District**

Review of District Financial Statements

Windward at Lakewood Ranch CDD

Statement of Financial Position

As of 11/30/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$75,705.44				\$75,705.44
Deposits	25.00				25.00
Debt Service Reserve (Series 2020-A1)		\$88,878.75			88,878.75
Revenue (Series 2020-A1, A2)		175,410.68			175,410.68
Revenue (Series 2020-A3)		0.13			0.13
Prepayment (Series 2020-A2)		382,465.34			382,465.34
Accounts Receivable - Due from Developer			\$13,397.00		13,397.00
Acq/Constr (Series 2020-A3)			3,317,059.79		3,317,059.79
Total Current Assets	<u>\$75,730.44</u>	<u>\$646,754.90</u>	<u>\$3,330,456.79</u>	<u>\$0.00</u>	<u>\$4,052,942.13</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$646,754.90	\$646,754.90
Amount To Be Provided				15,843,245.10	15,843,245.10
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$16,490,000.00</u>	<u>\$16,490,000.00</u>
Total Assets	<u><u>\$75,730.44</u></u>	<u><u>\$646,754.90</u></u>	<u><u>\$3,330,456.79</u></u>	<u><u>\$16,490,000.00</u></u>	<u><u>\$20,542,942.13</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$4,893.00				\$4,893.00
Accounts Payable			\$13,397.00		13,397.00
Retainage Payable			414,468.28		414,468.28
Deferred Revenue			13,397.00		13,397.00
Total Current Liabilities	<u>\$4,893.00</u>	<u>\$0.00</u>	<u>\$441,262.28</u>	<u>\$0.00</u>	<u>\$446,155.28</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$16,490,000.00	\$16,490,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$16,490,000.00</u>	<u>\$16,490,000.00</u>
Total Liabilities	<u><u>\$4,893.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$441,262.28</u></u>	<u><u>\$16,490,000.00</u></u>	<u><u>\$16,936,155.28</u></u>
<u>Net Assets</u>					
Net Assets - General Government	\$5,028.49				\$5,028.49
Current Year Net Assets - General Government	65,808.95				65,808.95
Net Assets, Unrestricted		\$521,722.73			521,722.73
Current Year Net Assets, Unrestricted		125,032.17			125,032.17
Net Assets, Unrestricted			\$3,216,197.74		3,216,197.74
Current Year Net Assets, Unrestricted			(327,003.23)		(327,003.23)
Total Net Assets	<u><u>\$70,837.44</u></u>	<u><u>\$646,754.90</u></u>	<u><u>\$2,889,194.51</u></u>	<u><u>\$0.00</u></u>	<u><u>\$3,606,786.85</u></u>
Total Liabilities and Net Assets	<u><u>\$75,730.44</u></u>	<u><u>\$646,754.90</u></u>	<u><u>\$3,330,456.79</u></u>	<u><u>\$16,490,000.00</u></u>	<u><u>\$20,542,942.13</u></u>

Windward at Lakewood Ranch CDD

Statement of Activities

As of 11/30/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
<u>Revenues</u>					
Off-Roll Assessments	\$116,678.44				\$116,678.44
Off-Roll Assessments		\$172,171.81			172,171.81
Other Assessments		665,047.21			665,047.21
Total Revenues	<u>\$116,678.44</u>	<u>\$837,219.02</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$953,897.46</u>
<u>Expenses</u>					
Supervisor Fees	\$2,000.00				\$2,000.00
Public Officials' Liability Insurance	2,250.00				2,250.00
Trustee Services	4,031.25				4,031.25
Management	5,000.00				5,000.00
District Counsel	1,120.50				1,120.50
Assessment Administration	7,500.00				7,500.00
Legal Advertising	198.00				198.00
Miscellaneous	0.01				0.01
Web Site Maintenance	250.00				250.00
Dues, Licenses, and Fees	175.00				175.00
Wetland Upland Maintenance	2,750.00				2,750.00
Wetlands Monitoring	13,475.00				13,475.00
Pond Contract	2,612.29				2,612.29
Lake/Pond Repair	650.00				650.00
General Insurance	2,750.00				2,750.00
Irrigation	1,650.00				1,650.00
Irrigation Parts	3,472.50				3,472.50
Streetlights	984.94				984.94
Principal Payments - Series 2020-A2		\$340,000.00			340,000.00
Interest Payments - Series 2020-A1		122,032.50			122,032.50
Interest Payments - Series 2020-A2		166,980.00			166,980.00
Interest Payments - Series 2020-A3		83,177.50			83,177.50
Developer Repayment			\$327,019.20		327,019.20
Total Expenses	<u>\$50,869.49</u>	<u>\$712,190.00</u>	<u>\$327,019.20</u>	<u>\$0.00</u>	<u>\$1,090,078.69</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income		\$3.15			\$3.15
Interest Income			\$15.97		15.97
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>	<u>\$3.15</u>	<u>\$15.97</u>	<u>\$0.00</u>	<u>\$19.12</u>
Change In Net Assets	\$65,808.95	\$125,032.17	(\$327,003.23)	\$0.00	(\$136,162.11)
Net Assets At Beginning Of Year	<u>\$5,028.49</u>	<u>\$521,722.73</u>	<u>\$3,216,197.74</u>	<u>\$0.00</u>	<u>\$3,742,948.96</u>
Net Assets At End Of Year	<u><u>\$70,837.44</u></u>	<u><u>\$646,754.90</u></u>	<u><u>\$2,889,194.51</u></u>	<u><u>\$0.00</u></u>	<u><u>\$3,606,786.85</u></u>

Windward at Lakewood Ranch CDD
 Budget to Actual
 For the Month Ending 11/30/2021

	Year to Date			FY 2022 Adopted Budget
	Actual	Budget	Variance	
<u>Revenues</u>				
Off-Roll Assessments	\$ 116,678.44	\$ 39,356.50	\$ 77,321.94	\$ 236,139.00
Net Revenues	\$ 116,678.44	\$ 39,356.50	\$ 77,321.94	\$ 236,139.00
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 12,000.00
Public Officials' Insurance	2,250.00	412.50	1,837.50	2,475.00
Trustee Services	4,031.25	1,000.00	3,031.25	6,000.00
Management	5,000.00	5,000.00	-	30,000.00
Engineering	-	2,500.00	(2,500.00)	15,000.00
Dissemination Agent	-	833.33	(833.33)	5,000.00
District Counsel	1,120.50	3,333.33	(2,212.83)	20,000.00
Assessment Administration	7,500.00	1,250.00	6,250.00	7,500.00
Reamortization Schedules	-	41.67	(41.67)	250.00
Audit	-	1,000.00	(1,000.00)	6,000.00
Postage & Shipping	-	50.00	(50.00)	300.00
Legal Advertising	198.00	666.67	(468.67)	4,000.00
Bank Fees	-	30.00	(30.00)	180.00
Miscellaneous	0.01	83.34	(83.33)	500.00
Office Supplies	-	41.67	(41.67)	250.00
Web Site Maintenance	250.00	450.00	(200.00)	2,700.00
Dues, Licenses, and Fees	175.00	29.17	145.83	175.00
General Insurance	2,750.00	504.17	2,245.83	3,025.00
Total General & Administrative Expenses	\$ 25,274.76	\$ 19,225.85	\$ 6,048.91	\$ 115,355.00
<u>Project Maintenance Expenses</u>				
Well Pump Maintenance	\$ -	\$ 750.00	\$ (750.00)	\$ 4,500.00
Wetland Maintenance	2,750.00	4,166.67	(1,416.67)	25,000.00
Wetland Contract	13,475.00	6,000.00	7,475.00	36,000.00
Pond Maintenance Contract	2,612.29	2,514.00	98.29	15,084.00
Pond Maintenance	650.00	3,333.33	(2,683.33)	20,000.00
Irrigation Pump Maintenance Contract	1,650.00	533.33	1,116.67	3,200.00
Irrigation Pump Maintenance	3,472.50	833.33	2,639.17	5,000.00
Drainage Maintenance	-	833.33	(833.33)	5,000.00
Streetlights	984.94	833.33	151.61	5,000.00
Curb Replacement	-	333.33	(333.33)	2,000.00
Total Project Maintenance Expenses	\$ 25,594.73	\$ 20,130.65	\$ 5,464.08	\$ 120,784.00
Total Expenses	\$ 50,869.49	\$ 39,356.50	\$ 11,512.99	\$ 236,139.00
Net Income (Loss)	\$ 65,808.95	\$ -	\$ 65,808.95	\$ -