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**, **March 9**, 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 February 9, 2022, Board of Supervisors Meeting
- 2. Review and Consideration of the Final Phase 2 Supplement Assessment Methodology (under separate cover)
- 3. Consideration of Resolution 2022-08, Special Assessment Bonds for Series 2022 (*under separate cover*)
- 4. Review and Consideration of the Eco-Logic Services LLC Proposal
- 5. Ratification of Funding Requests No.101 No.103
- 6. Ratification of Payment Authorizations No.001 No.019
- 7. Ratification of Requisitions No.1-4
- 8. Review of District Financial Statements

### Other Business

Staff Reports District Counsel District Engineer District Manager

### **Supervisor Requests and Audience Comments**

### **Adjournment**



Consideration of the Minutes of the February 9, 2022, Board of Supervisors Meeting

#### MINUTES OF MEETING

WINDWARD AT LAKEWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS MEETING MINUTES Wednesday, February 9, 2022, 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 Ll	
Venessa Ripoll	District Manager-PFM Group Consulting Ll	_C (via phone)
Ed Vogler	District Counsel- Vogler Ashton	(via phone)
Kim Ashton	District Counsel- Vogler Ashton	(via phone)
Mike Kennedy	District Engineer- Stantec	
Jim Schier	Neal Communities	
John McKay	J.H. McKay, LLC	
John Noakes	Homeowner	(via phone)
Sete Zare	MBS Capital Markets	(via Phone)
Ed Bulleit	Underwriter-MBS Capital Markets, LLC	(via Phone)
Kevin Plenzer	PFM Financial Advisors LLC	(via phone)

### FIRST ORDER OF BUSINESS

### Administrative Matters

#### Call to Order and Roll Call

The Board of Supervisors' Meeting for Windward at Lakewood Ranch CDD was called to order at 12:24 p.m. Ms. Carvalho proceeded with roll call and confirmed quorum to proceed with the meeting. Those in attendance are outlined above either in person or via speakerphone.

#### Public Comment Period

Mr. Noakes requested an update from the District Engineer on the lighting issues throughout the community. He also requested a schedule for Phase 2 road completion, and an update on Solitude Phase 1 Lakes and Martinique Lands. Mr. Kennedy stated Mr. Evans should be reaching out to Mr. Noakes in reference to the lighting issues. Mr. Kennedy reported he had a meeting for the completion of the roads and will have an

updated schedule available soon. He also stated will get an update for the rest of Mr. Noakes requests.

Ms. Snow joined the meeting in progress at 12:31pm.

#### SECOND ORDER OF BUSINESS

#### **Business Matters**

Consideration of the Minutes of the January 12, 2022, Board of Supervisors' Meeting

The Board reviewed the Minutes of the January 12, 2022, Board of Supervisors' Meeting.

ON MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved the Minutes of the January 12, 2022, Board of Supervisors' Meeting.

# Ratification of Supplemental Engineer's Report

The Board moved to ratify Supplemental Engineer's Report.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board ratified Supplemental Engineer's Report.

# Ratification of the Supplemental Assessment Methodology Report

Mr. Plenzler clarified this item is the Supplemental to the Master Assessment Methodology report. No changes have been made since the January Board Meeting

The Board moved to ratify the Supplemental Assessment Methodology Report.

ON MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board ratified the Supplemental Assessment Methodology Report.

# Consideration of the Lands Legal Description

The Board reviewed the Lands Legal Description. The amended Lands Legal Description is in the Engineer's Report.

ON MOTION by Mr. Blakley, seconded by Mr. Williams, with all in favor, the Board approved the Lands Legal Description.

Public Hearing Imposing on the Special Assessment for Bonds

- a) Public Comments and Testimony
- b) Board Comments
- c) Consideration of Resolution 2022-06, Imposing the Special Assessment for Martinique Lands

Ms. Carvalho requested a motion to open the Public Hearing.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board Opened the Public Hearing on the Special Assessments for Bonds.

Ms. Ashton reviewed Resolution 2022-06. She stated, Resolution 2022-06 authorizes and confirms District projects for construction and/ or acquisitions of the infrastructure improvements for Martinique Lands; approval of the Districts Engineer's Report and Assessment Report; Equalizing, approving confirming and levying, for Martinique Land. Martinique Land is approximately 19.70 acres assessed at \$3,220,000.00.

Mr. Shier stated he received notice and agrees with Resolution 2022-06. He requests the Board of Supervisors approve Resolution 2022-06 as outlined by District Counsel.

Ms. Carvalho noted there were no other comments from the Board or the Public.

Ms. Carvalho requested a motion to close the Public Hearing.

ON MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board closed the Public Hearing on the Special Assessments for Bonds.

ON MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved Resolution 2022-06, Imposing Special Assessment for Martinique Lands.

### Review and Consideration of Resolution 2022-07, Bond Delegation Award Resolution

Review and consideration of Resolution 2022-07, Bond Delegation Award Resolution will be discussed at the continued meeting.

# Discussion of Increase of the Solitude Lakes Agreement

The Board reviewed the Increase in Solitude Agreement. This agreement does not include Martinique Lands, which is currently under construction.

Ms. Carvalho requested a motion to approve the Increase of the Solitude Lakes Agreement.

ON MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved the Increase of the Solitude Lakes Agreement.

#### Review and Consideration of the Arbitrage Rebate Compliance Services Letter

Ms. Carvalho requested a motion to approve the Arbitrage Rebate Compliance Services Letter.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board approved the Arbitrage Rebate Compliance Services Letter.

# Review and Consideration of the Eco-Logic Services LLC Proposal

Ms. Carvalho requested a motion to approve the Eco-Logic Services LLC Proposal.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board the Eco-Logic Services LLC Proposal.

# Ratification of Funding Requests 99-100

The Board reviewed Funding Requests 99-100.

Ms. Carvalho requested a motion to ratify Funding Requests 99-100.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board ratified Funding Requests 99-100.

epor

# Review of District Financial Statements

The Board reviewed the Financial Statements through December 31, 2021.

ON MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board accepted the Financial Statements.

epor

THIRD ORDER OF BUSINESS

Other Business Staff Reports

**District Counsel** – No Report

**District Engineer** – Mr. Kennedy advised the Board of an Interlocal agreement with Sarasota County and the District. This Agreement is Developer and County funded, with no cost to the District. The Sarasota County Utilities department requested the District make changes to utilities near Fruitville and Laurel Road. The Agreement will make it possible for the District to be obtain a complete reimbursed for all costs when the project is complete. The project was funded by the Developer under a Developer Agreement. After the project is complete the Sarasota County will reimburse the District, and the District will pay the Developer back. The project is approximately \$118,000.00. Mr. Kennedy asks for the Board to approve and delegate Mr. Kennedy, Ms. Ashton, and Mr. Vogler to finalize an agreement to go before Sarasota County Board of Commissioners Agenda.

Mr. Vogler and Ms. Ashton reviewed the agreement on behalf of the Board and found it to be a customary county reimbursement agreement. Mr. Vogler advised the Board, if they decide to move forward, the proper motion is to approve the Interlocal Agreement for Utilities as presented with the requirement that the cost be advanced under a developer funding agreement, for reimbursement to the Developer, after the District is reimbursed by the County.

ON MOTION by Mr. Weidemiller, seconded by Mr. Williams, with all in favor, the Board approved the Interlocal Agreement as presented.

**District Manager** – Ms. Carvalho noted that the next meeting is scheduled for March 9, 2022, at this location at 12:15 p.m. however District staff is looking to continue this meeting to February 24, 2022, at 11:00 a.m.

### FOURTH ORDER OF BUSINESS

# Supervisor Requests and Audience Comments

Mr. Bulleit requested the Board to consider approval of an Investment Banking Agreement in the same form as the previous Agreement for the Martinique Land project.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board approved the Investment Banking Agreement with MBS Capital Markets.

### FIFTH ORDER OF BUSINESS

### Continuance

There was no additional business to discuss. Ms. Carvalho requested a motion to continue this meeting to February 24, 2022, at 11:00 a.m. at this location.

ON MOTION by Ms. Foster, seconded by Mr. Leinaweaver, with all in favor, the January 12, 2022, Windward at Lakewood Ranch Community Development District was continued at 12:46 p.m. to February 24, 2022, at 11:00 a.m. at this location.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Review and Consideration of the Final Phase 2 Supplement Assessment Methodology (under separate cover)

Consideration of Resolution 2022-08, Special Assessment Bonds for Series 2022 (under separate cover)

Review and Consideration of the Eco-Logic Services LLC Proposal

# AGREEMENT FOR ENVIRONMENTAL SERVICES



Proposal Date: February 10, 2022

This Agreement is made effective by and between:

#### "Client"

Name:	Windward Homeowners Association	Name:	Eco-Logic Services LLC
Address:	c/o Castle Management	Address:	PO Box 18204
	6311 Atrium Drive Suite #209		Sarasota, FL 34276
	Lakewood Ranch, Florida 34202		
Phone:	954-792-6000 x3037	Phone:	(941) 302-1206
Representative:	Megan Heins	Representative:	Peter Nabor
Email:	mheins@castlegroup.com	Email:	Pete@Eco-Logic-Services.com

"Eco-Logic Services"

Project: Windward Project Location: Sarasota County, FL Fee Type: Unit price per attached Scope of Services Retainer: No Scope of Services: Attached Special Conditions:

- This document is a proprietary product produced by Eco-Logic Services and represents a considerable investment of resources with no compensation. Any reproduction, transmittal, or reuse of this document, or any portion thereof, by any third party without the express written consent of Eco-Logic Services is prohibited under penalty of legal action.
- All rates and fees shall be subject to renegotiation if this Agreement is not signed and returned within thirty days of date above.
- This Agreement with the attached Scope of Services and Terms and Conditions constitute the complete agreement between Eco-Logic Services and Client with respect to the scope of services hereunder.

Eco-Logic Services LLC	Windward Homeowners Association
By: SENIL	By:
Print Name: Peter Nabor	Print Name:
Title: Principal / Senior Project Scientist	Title:
Date: February 10, 2022	Date:



# WINDWARD

#### 1.0 Monitoring of the Littoral Shelves

Eco-Logic Services will perform monitoring events for the littoral shelves in Phase 1 of the Windward development (shaded green on Figure 1), as required by Sarasota County Unified Development Code. Monitoring of the littoral shelf will be performed on a semi-annual basis (two events per year) until the success criteria listed in the Code are achieved.

#### 2.0 Maintenance of the Littoral Shelves

Eco-Logic Services will perform necessary management services on the planted littoral shelves at the Windward site. These maintenance events will be conducted on a monthly basis (six events per year). The goal of this maintenance is to keep these areas in compliance with the Sarasota County requirements for the site.

#### 3.0 Lake Management Services

Eco-Logic Services will perform necessary management services at the 15 stormwater retention ponds ("lakes") within the Windward community (shaded blue on Figure 1). Targets of the treatment efforts include algae (filamentous and planktonic), invasive underwater vegetation (such as hydrilla and naiad), and perimeter growth (grasses and turf-weeds growing out from shore). Undesirable growth will be selectively treated with approved herbicides. The goal of this maintenance is to ensure a "clean" look to these aquatic features on the site, as is reasonable and practical. Eco-Logic Services guarantees a prompt response to any complaint or problem encountered with the lakes on the site (i.e., an algae bloom) and will make every reasonable effort to correct the situation in a timely manner.

#### 4.0 Maintenance Specifications

Unless specifically stated otherwise above, the treatment areas detailed above will be aggressively maintained to enhance growth of beneficial native species (where required or desired) and to preclude growth of invasive species which would affect permit compliance or aesthetics of the treatment areas. This effort will also help to ensure that these areas meet or exceed design specifications and permit requirements (where applicable) and help to ensure that the areas provide pleasant vistas for the homesites and roadways. Target species include those species listed in the Florida Exotic Pest Plant Council's 2019 Invasive Plant List. Eco-Logic Services will perform maintenance services using selective applications of appropriate herbicides specifically designed and labeled for such use. All herbicide treatments will be supervised by a state-certified aquatic herbicide applicator. Because the amount of vegetation treated should be minimal or herbaceous in nature, the treated vegetation will be left standing in place to naturally decompose. If directed by the Client, manual cutting and/or removal of treated material may be provided and billed based on an estimated additional fee under the Additional Services task or as an addendum to this Agreement.

### 5.0 Additional Services

Additional services requested by the Client will be provided and billed as agreed to in writing (including email) under this task. Significant items will be performed under an addendum to this Agreement. Additional Services may include water testing, manual removal of undesirable material, triploid grass carp permitting and stocking,

Windward - lakes proposal.docx

meetings, coordination or negotiation with the regulatory agencies regarding permit compliance, or other services not specifically detailed in this Scope of Services. Eco-Logic Services is pleased to provide these services, and any fees associated with this task will be incurred only at the request of, or with prior authorization of the Client.

#### 6.0 Cost

Compensation for services rendered pursuant to this Agreement will be paid based on the following:

1.0	Monitoring of the Littoral Shelves
2.0	Maintenance of Littoral Shelves
3.0	Lake Management Services
5.0	Additional Services

Invoices will be submitted monthly based on the schedule of services and assumptions provided in this proposal. Additional services will be provided subject to additional compensation, based on verbal or written authorization by the Client. The Client shall pay all invoices within thirty days of receipt. The services specified above will be provided without interruption based upon automatic annual renewals. Eco-Logic Services has the option of increasing the fees up to five percent each calendar year until this Agreement is terminated pursuant to the Terms and Conditions of this Agreement.

#### 7.0 Assumptions of this Proposal

- 7.1 The Client will make provision for Eco-Logic Services to enter the work area as required to perform services under this Agreement.
- 7.2 Upon request or as required to perform the services under this Agreement, the Client will provide all relevant plans and permits.
- 7.3 This proposal was prepared using the best information available to us at the time this Scope was compiled. Additional materials or services will be provided for additional compensation through a written amendment to this Agreement.
- 7.4 This Agreement does not include permit modifications, negotiations with regulatory agencies, or corrective actions for compliance issues.
- 7.5 The lake management fee assumes lakes are in good condition upon initiation of services and not neglected by previous vendor. If not, the Client will be notified upon initiation of our maintenance services and an addendum to this Agreement will be submitted.
- 7.6 The selective use of copper-based algaecides and standard aquatic herbicides (including glyphosate) will be accepted as an appropriate maintenance methodology within the treatment areas. If these products are restricted, banned or otherwise not allowed to be used on the site, additional fees for alternative products will likely be required.
- 7.7 Cutting and/or removal of dead or undesirable plant material or algae is not included in this Agreement. If any hand removal is desired by the Client, or required by any agency, this service will be provided and billed as additional services as a contract addendum or as a separate Scope of Services.
- 7.8 Although not included in this Agreement, garbage and debris may be picked up by Eco-Logic Services as a courtesy to our Client in conjunction with, and incidental to, our lake management activities. Service requests for trash cleanup will be performed based on an estimated additional fee provided in writing prior to the event.
- 7.9 Native aquatic plants provide a host of benefits for stormwater ponds including stabilization of the bank to reduce erosion, providing habitat for witdlife, improving water quality, uptake of nutrients, and other factors. Therefore, the natural recruitment of native aquatic vegetation around the lake perimeters will be allowed to exist, unless directed by the Client. If it is later decided by the Client that this vegetation should be removed, manual removal of the material will require additional fees.

- 7.10 Eco-Logic Services is not responsible for cutting, treating, or removing grasses or other vegetation growing on the banks above the existing waterline, even when water levels decline. It is assumed the lawn maintenance contractor will control the growth in this transition area.
- 7.11 Client will provide access to each pond and a map showing designated access points for launching a boat (when necessary) and access to and around the entirety of each pond with a utility vehicle. Reduced access may result in reduced service or additional fees.
- 7.12 Because it will harm the required plants, no algae control will be provided on the littoral shelf areas.
- 7.13 No maintenance or repair of fountains or aerators is included in this proposal.
- 7.14 Fish kills in stormwater ponds occur for a variety of reasons. The primary cause is a phenomenon called lake turnover, but they can also be trigged by fertilizer or pesticide applications to adjacent upland areas. For this reason, Eco-Logic Services is not responsible for cleanup of dead fish. If this service is requested, Eco-Logic Services will collect and dispose of the fish on based on an estimated additional fee.
- 7.15 The fees in this Agreement do not include any sales, value added, or other taxes that may be required by the government. Any such taxes will be added to invoices as required.
- 7.16 All work products under this Agreement may be used in marketing, advertising, resume, and other similar business development materials. Use of such materials shall be in accordance with industry standards and normal business practices.
- 7.17 This proposal is offered as a package and if only a portion of the proposal is selected, Eco-Logic Services reserves the right to adjust the fees for the tasks selected.

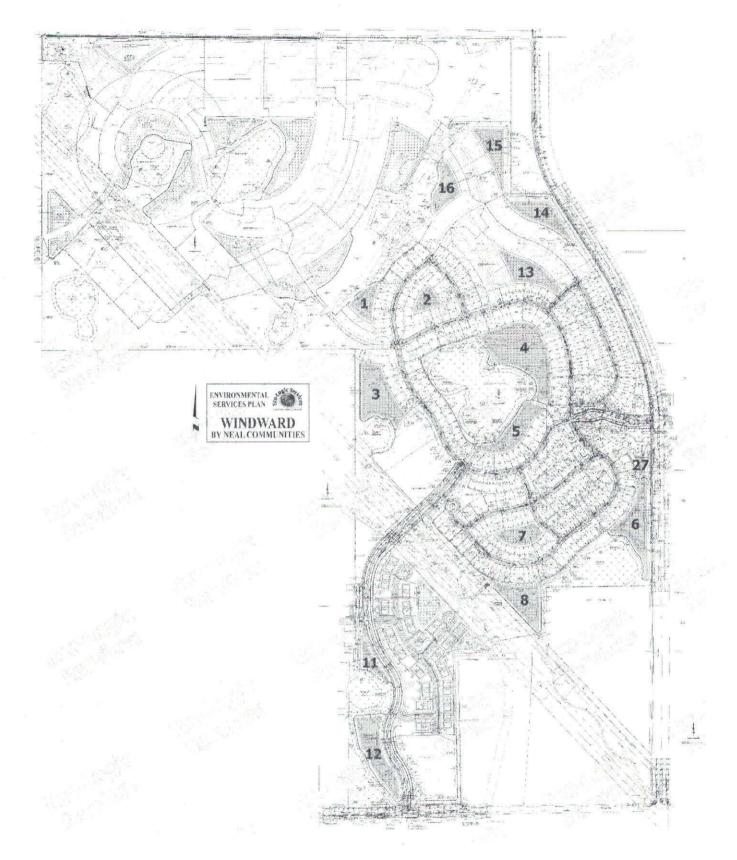


Figure 1. Site map for the Windward community showing locations of the proposed work areas.

Windward - lakes proposal.docx

**DESCRIPTION OF SERVICES:** Eco-Logic Services will provide the services described in the Scope of Services included in this Agreement to the Client for the stated fee in accordance with these terms and conditions:

**PAYMENT:** Client agrees to pay Eco-Logic Services according to the Fee Schedule provided in the attached Scope of Services. Invoices shall be submitted monthly for the work performed in the previous month. If any invoice is not paid within 30 days, interest will be added to and payable on all overdue amounts at 1.5% per month (18% per year) or the maximum legal rate of interest allowable. Client shall pay all costs of collection, including without limitation, reasonable attorney fees. If Client disputes any portion of an invoice, the Client must notify Eco-Logic Services in writing of the disputed item within 10 days of the date of the invoice. If any invoice is not paid in full within 60 days of the invoice date, Eco-Logic Services may immediately suspend all or any portion of the services until payment is received in full and Eco-Logic Services has the option to treat such failure to pay as a material breach of this Agreement and/or seek legal remedies.

LIMITATION OF LIABILITY: Neither party will be liable for breach-of-contract damages suffered by the other that are remote or speculative, or that could not reasonably have been foreseen on entry into this agreement. Eco-Logic Services' liability for any breach-of-contract claims under this agreement will not exceed the Compensation received from the Client under this agreement over a six-month period immediately preceding the claim. No claim may be brought against Eco-Logic Services in contract or tort more than one year after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Eco-Logic Services and not against any employees, shareholders, officers or directors of Eco-Logic Services.

**TERM:** This Agreement will terminate automatically upon completion of the Scope of Services by Eco-Logic Scope of Services. For ongoing services tasks, the portion of the Agreement directly related to that task will continue in effect until terminated by either party upon 30 days written notice to the other party. In the event of any termination, Eco-Logic Services shall be paid for all services rendered and reimbursables incurred through the date of notice of termination plus this 30-day period.

**FORCE MAJEURE:** If performance of this Agreement or any obligations under this Agreement is prevented, restricted, or interfered with, either temporarily or permanently, by causes beyond either party's reasonable control ("Force Majeure"), then the obligations of this Agreement shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include without limitation acts of nature, severe weather or other catastrophic conditions, orders or acts of military or civil authority, or by state or national emergencies, riots, or wars, or work stoppages, or any other similar event beyond the reasonable control of either party.

**DISPUTE RESOLUTION:** The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the matter will be submitted to mediation, in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association and will be done within Sarasota County, Florida. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

**SEVERABILITY:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable as if the invalid or unenforceable had never been contained within.

**NOTICE:** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at the address set forth in the opening portion of this Agreement.

WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**CONSTRUCTION AND INTERPRETATION:** The rule requiring construction or interpretation against the drafter is waived. This document shall be deemed as if it were drafted by both parties in a mutual effort.

**ATTOURNEY'S FEES TO PREVAILING PARTY:** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarder reasonable attorney's fees and costs, both in the trial court and appeal.

**ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. The Agreement supersedes any prior written or oral agreements between the parties.

# AGREEMENT FOR ENVIRONMENTAL SERVICES



Proposal Date: February 10, 2022

This Agreement is made effective by and between:

"Client" "Eco-Logic			Services"	
Name:	Martinique Homeowners Association	Name:	Eco-Logic Services LLC	
Address:	c/o Castle Management	Address:	PC Box 18204	
	6311 Atrium Drive Suite #209		Sarasota, FL 34276	
	Lakewood Ranch, Florida 34202			
Phone:	954-792-6000 x3037	Phone:	(941) 302-1206	
Representative:	Megan Heins	Representative:	Peter Nabor	
Email:	mheins@castlegroup.com	Email:	Pete@Eco-Logic-Services.com	

Project: Martinique Project Location: Sarasota County, FL Fee Type: Unit price per attached Scope of Services Retainer: No Scope of Services: Attached Special Conditions:

- This document is a proprietary product produced by Eco-Logic Services and represents a considerable investment of resources with no compensation. Any reproduction, transmittal, or reuse of this document, or any portion thereof, by any third party without the express written consent of Eco-Logic Services is prohibited under penalty of legal action.
- All rates and fees shall be subject to renegotiation if this Agreement is not signed and returned within thirty days
  of date above.
- This Agreement with the attached Scope of Services and Terms and Conditions constitute the complete agreement between Eco-Logic Services and Client with respect to the scope of services hereunder.

Eco-Logic Services LLC	Martinique Homeowners Association
BY: SENIL	By:
Print Name: Peter Nabor	Print Name:
Title: Principal / Senior Project Scientist	Title:
Date: February 10, 2022	Date:

Martinique proposal.docx

Page 1 of 5

MARTINIQUE



#### 1.0 Monitoring of the Littoral Shelf

Eco-Logic Services will perform monitoring events for the littoral shelves in Lake 9 and Lake 10 within the Martinique community, as required by Sarasota County Unified Development Code. Monitoring of the littoral shelf will be performed on a semi-annual basis (two events per year) until the success criteria listed in the Code are achieved.

#### 2.0 Maintenance of Lakes and Littoral Shelves

Eco-Logic Services will perform necessary management services at the 2 stormwater retention ponds ("lakes") within the Martinique community (shaded blue on Figure 1). Targets of the treatment efforts include algae (filamentous and planktonic), invasive underwater vegetation (such as hydrilla and naiad), and perimeter growth (grasses and turf-weeds growing out from shore). Undesirable growth will be selectively treated with approved herbicides. The goal of this maintenance is to ensure a "clean" look to these aquatic features on the site, as is reasonable and practical. Eco-Logic Services guarantees a prompt response to any complaint or problem encountered with the lakes on the site (i.e., an algae bloom) and will make every reasonable effort to correct the situation in a timely manner. Additionally, Eco-Logic Services will use selective herbicide applications to ensure invasive species are not allowed to become established on the planted littoral shelves in these lakes (shaded green on Figure 1), as required by Sarasota County.

#### 3.0 Cost

Compensation for services rendered pursuant to this Agreement will be paid based on the following:

1.0	Littoral Shelf Monitoring
2.0	Maintenance of Lakes and Littoral Shelves
3.0	Additional Services

Invoices will be submitted monthly based on the schedule of services and assumptions provided in this proposal. Additional services will be provided subject to additional compensation, based on verbal or written authorization by the Client. The services specified above will be provided without interruption based upon automatic annual renewals. Eco-Logic Services has the option of increasing the fees up to five percent each calendar year until this Agreement is terminated pursuant to the Terms and Conditions of this Agreement.

#### 4.0 Assumptions of this Proposal

- 4.1 The Client will make provision for Eco-Logic Services to enter the work area as required to perform services under this Agreement.
- 4.2 Upon request or as required to perform the services under this Agreement, the Client will provide all relevant plans and permits.
- 4.3 This proposal was prepared using the best information available to us at the time this Scope was compiled. Additional materials or services will be provided for additional compensation through a written amendment to this Agreement.

Martinique proposal.docx

- 4.4 This Agreement does not include permit modifications, negotiations with regulatory agencies, or corrective actions for compliance issues.
- 4.5 The lake management fee assumes lakes are in good condition upon initiation of services and not neglected by previous vendor. If not, the Client will be notified upon initiation of our maintenance services and an addendum to this Agreement will be submitted.
- 4.6 The selective use of copper-based algaecides and standard aquatic herbicides (including glyphosate) will be accepted as an appropriate maintenance methodology within the treatment areas. If these products are restricted, banned or otherwise not allowed to be used on the site, additional fees for alternative products will likely be required.
- 4.7 Cutting and/or removal of dead or undesirable plant material or algae is not included in this Agreement. If any hand removal is desired by the Client, or required by any agency, this service will be provided and billed as additional services as a contract addendum or as a separate Scope of Services.
- 4.8 Although not included in this Agreement, garbage and debris may be picked up by Eco-Logic Services as a courtesy to our Client in conjunction with, and incidental to, our lake management activities. Service requests for trash cleanup will be performed based on an estimated additional fee provided in writing prior to the event.
- 4.9 Native aquatic plants provide a host of benefits for stormwater ponds including stabilization of the bank to reduce erosion, providing habitat for wildlife, improving water quality, uptake of nutrients, and other factors. Therefore, the natural recruitment of native aquatic vegetation around the lake perimeters will be allowed to exist, unless directed by the Client. If it is later decided by the Client that this vegetation should be removed, manual removal of the material will require additional fees.
- 4.10 Eco-Logic Services is not responsible for cutting, treating, or removing grasses or other vegetation growing on the banks above the existing waterline, even when water levels decline. It is assumed the lawn maintenance contractor will control the growth in this transition area.
- 4.11 Because it will harm the required plants, no algae control will be provided on the littoral shelf areas.
- 4.12 No maintenance or repair of fountains or aerators is included in this proposal.
- 4.13 Fish kills in stormwater ponds occur for a variety of reasons. The primary cause is a phenomenon called lake turnover, but they can also be trigged by fertilizer or pesticide applications to adjacent upland areas. For this reason, Eco-Logic Services is not responsible for cleanup of dead fish. If this service is requested, Eco-Logic Services will collect and dispose of the fish on based on an estimated additional fee.
- 4.14 The fees in this Agreement do not include any sales, value added, or other taxes that may be required by the government. Any such taxes will be added to invoices as required.
- 4.15 All work products under this Agreement may be used in marketing, advertising, resume, and other similar business development materials. Use of such materials shall be in accordance with industry standards and normal business practices.

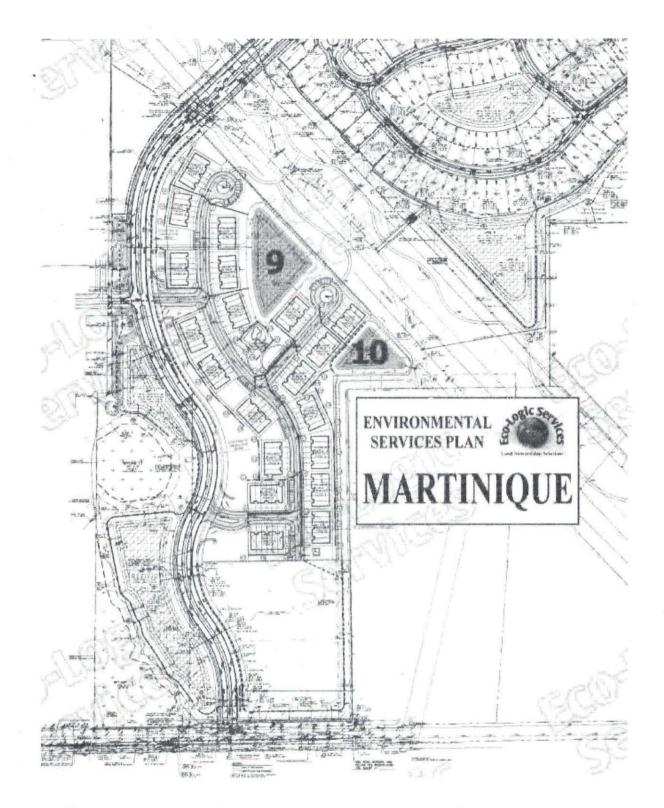


Figure 1. Site map for the Martinique community showing locations of the proposed work areas.

**DESCRIPTION OF SERVICES:** Eco-Logic Services will provide the services described in the Scope of Services included in this Agreement to the Client for the stated fee in accordance with these terms and conditions:

**PAYMENT:** Client agrees to pay Eco-Logic Services according to the Fee Schedule provided in the attached Scope of Services. Invoices shall be submitted monthly for the work performed in the previous month. If any invoice is not paid within 30 days, interest will be added to and payable on all overdue amounts at 1.5% per month (18% per year) or the maximum legal rate of interest allowable. Client shall pay all costs of collection, including without limitation, reasonable attorney fees. If Client disputes any portion of an invoice, the Client must notify Eco-Logic Services in writing of the disputed item within 10 days of the date of the invoice. If any invoice is not paid in full within 60 days of the invoice date, Eco-Logic Services may immediately suspend all or any portion of the services until payment is received in full and Eco-Logic Services has the option to treat such failure to pay as a material breach of this Agreement and/or seek legal remedies.

LIMITATION OF LIABILITY: Neither party will be liable for breach-of-contract damages suffered by the other that are remote or speculative, or that could not reasonably have been foreseen on entry into this agreement. Eco-Logic Services' liability for any breach-of-contract claims under this agreement will not exceed the Compensation received from the Client under this agreement over a six-month period immediately preceding the claim. No claim may be brought against Eco-Logic Services in contract or tort more than one year after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Eco-Logic Services and not against any employees, shareholders, officers or directors of Eco-Logic Services.

**TERM:** This Agreement will terminate automatically upon completion of the Scope of Services by Eco-Logic Scope of Services. For ongoing services tasks, the portion of the Agreement directly related to that task will continue in effect until terminated by either party upon 30 days written notice to the other party. In the event of any termination, Eco-Logic Services shall be paid for all services rendered and reimbursables incurred through the date of notice of termination plus this 30-day period.

**FORCE MAJEURE:** If performance of this Agreement or any obligations under this Agreement is prevented, restricted, or interfered with, either temporarily or permanently, by causes beyond either party's reasonable control ("Force Majeure"), then the obligations of this Agreement shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include without limitation acts of nature, severe weather or other catastrophic conditions, orders or acts of military or civil authority, or by state or national emergencies, riots, or wars, or work stoppages, or any other similar event beyond the reasonable control of either party.

**DISPUTE RESOLUTION:** The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the matter will be submitted to mediation, in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association and will be done within Sarasota County, Florida. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

SEVERABILITY: If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable as if the invalid or unenforceable had never been contained within.

**NOTICE:** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at the address set forth in the opening portion of this Agreement.

WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**CONSTRUCTION AND INTERPRETATION:** The rule requiring construction or interpretation against the drafter is waived. This document shall be deemed as if it were drafted by both parties in a mutual effort.

ATTOURNEY'S FEES TO PREVAILING PARTY: In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarder reasonable attorney's fees and costs, both in the trial court and appeal.

**ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. The Agreement supersedes any prior written or oral agreements between the parties.

Martinique proposal.docx

Ratification of Funding Requests No.101 – No.103

WINDWARD AT LAKEWOOD RANCH				
	OMMUNITY DEVELOP	ME	ENT DISTR	
	Funding Request 101-103			
FR#	Description	Amount	Total	
101	Jon M. Hall Company	\$	165,371.91	
				\$ 165,371.91
102	estcoast Landscape & Lawr	\$	467.00	
		\$	371.00	
		\$	76.50	
		\$	1,650.00	
		\$	1,650.00	
				\$4,214.50
103	Stantec Consulting	\$	1,656.00	
		\$	1,723.00	
				\$3,379.00
			Total	\$172,965.41

Funding Request No. 101 2/4/2022

ltem No.	Vendor	Invoice Number	Construction Fund
1	<b>Jon M. Hall Company</b> N1 Ph 2 & N2 Ph 1 Pay Application 13 Through 01/31/2022		\$ 165,371.91
		TOTAL	\$ 165,371.91

Venessa Ripoll Secretar,

ry

Member

Funding Request No. 102

2/11/2022

ltem No.	Vendor	Invoice Number	General Fund
	Westcoast Landscape & Lawns		
	August Inspection Repairs	94933	\$ 467.00 FY 202
	August Inspection Repairs	94934	\$ 371.00 FY 202
	September Irrigation Repairs	95099	\$ 76.50 FY 202
	August Irrigation Inspection (Monthly)	95756	\$ 1,650.00
	September Irrigation Inspection (Monthly)	95757	\$ 1,650.00

TOTAL

\$ 4,214.50

Venessa Ripoll

Secretary / Assistant Secretary

Board Member

Funding Request No. 103

2/11/2022

ltem No.	Vendor	Invoice Number	Co	nstruction Fund
1	Stantec Consulting Services			
	Phase 2 Bidding & Limited Construction Services Through 02/04/2022	1885469	\$	1,656.00
	Revised Engineer's Report Services Through 02/04/2022	1885471	\$	1,723.00
		TOTAL	\$	3,379.00

Venessa Ripoll Secretary / Assistant Secretary

Board Member

Ratification of Payment Authorizations No.001 - No.019

	WINDWARD AT LAKEWO		
		NT DISTRI	
	Payment Authorizations Nos	. 001-019	
PA #	Description	Amount	Total
	·		
001	Egis Insurance & Risk Advisors	\$ 5,000.00	
	PFM Group Consulting	\$ 7,500.00	
		φ 7,300.00	\$12,500.00
			<i> </i>
002	epartment of Economic Opportuni	\$ 175.00	
			\$175.00
003	Solitude Lake Management	\$ 1,039.27	
005		φ 1,039.27	\$1,039.27
			ψ1,000.27
004	FPL	\$ 984.94	
	PFM Group Consulting	\$ 2,500.00	
	Solitudo Loko Monogoment	¢ 650.00	
	Solitude Lake Management	\$ 650.00	
	ा Supervisor Fees - 10/13/2021 Meetin	\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	<b>AT</b> ( <b>A</b> )
			\$5,134.94
005	Hoover Pumping Systems	\$ 2,890.00	
	Solitude Lake Management	\$ 125.00	
	VGlobalTaab	¢ 105.00	
	VGlobalTech	\$ 125.00	\$3,140.00
			ψ <b>υ</b> , 140.00
006	CA Florida Holdings	\$ 198.00	
	Eco-Logic Services	\$ 16,225.00	
	Solitudo Lako Managamant	¢ 1 0 20 27	
	Solitude Lake Management	\$ 1,039.27 \$ 280.00	
		Ψ 200.00	
	Westcoast Landscape & Lawns	\$ 1,650.00	1

				\$19,392.27
007	Solitudo Loko Monogomont	\$	128.75	
007	Solitude Lake Management	þ	120.75	
	US Bank	\$	4,031.25	
		Ψ	1,001.20	
	VGlobalTech	\$	125.00	
	Westcoast Landscape & Lawns	\$	310.00	
				\$4,595.00
008	PFM Group Consulting	\$	2,500.00	
		<b></b>	000.00	
	Supervisor Fees - 11/10/2021 Meetin		200.00	
		\$\$	200.00	
		ծ \$	200.00	
		Դ \$	200.00	
		φ	200.00	
	Vogler Ashton	\$	1,120.50	
	Vogiel Ashton	Ψ	1,120.00	
	Westcoast Landscape & Lawns	\$	272.50	
		Ŷ	212.00	\$4,893.00
009	CA Florida Holdings	\$	294.25	
	<u> </u>			
	FPL	\$	1,360.16	
Sara	asota County Public Utilities Depart		61.58	
		\$	8.02	
				\$1,724.01
010	PFM Group Consulting	\$	371.76	
		\$	301.87	
		\$	1,250.00	
		\$	2,500.00	
		\$	3.48	
Sor	 Pooto County Bublic Utilitics Donart	¢	7.85	
Safa	asota County Public Utilities Depart	\$ \$	8.02	
		φ	0.02	
	Solitude Lake Management	\$	1,319.27	
		Գ \$	128.75	
		Ψ	120.10	
	Stantec Consulting Services	\$	265.00	
		Ψ	_00.00	
	Supervisor Fees - 12/08/2021 Meetin	\$	200.00	
		\$	200.00	
	1	\$	200.00	

		\$	200.00	
		э \$	200.00	
		¢	200.00	
	VOIabalTaab	¢	405.00	
	VGlobalTech	\$	125.00	
				\$7,281.00
044		¢	40.75	
011	PFM Group Consulting	\$	10.75	
	VOIabalTaab	¢	200.00	
	VGlobalTech	\$	300.00	****
				\$310.75
040		¢	4 000 40	
012	FPL	\$	1,360.16	
	Voglar Ashtan	¢	706.00	
	Vogler Ashton	\$	796.00	<b>*</b> 0 450 40
				\$2,156.16
042		¢	607 7F	
013	CA Florida Holdings	\$	607.75	
	Esta La via Osmila a	<b>^</b>	40.005.00	
	Eco-Logic Services	\$	16,225.00	
		<b>^</b>	000.00	
	Supervisor Fees - 01/04/2022 Meetin		200.00	
		\$	200.00	
		\$	200.00	
		\$ \$	200.00	
		\$	200.00	
	VGlobalTech	\$	125.00	
		<b>^</b>		
	Westcoast Landscape & Lawns	\$	283.00	
				\$18,240.75
044	Califorda Laka Managamant	¢	4 040 07	
014	Solitude Lake Management	\$	1,319.27	
		\$	128.75	
		<b></b>	000.00	
	Supervisor Fees - 01/12/2022 Meetin		200.00	
		\$	200.00	
		\$	200.00	
			200.00	
		ф Ф		
		\$	200.00	
	Westsset Landsser 9 Lawren		200.00	
	Westcoast Landscape & Lawns	\$	200.00 283.50	
	Westcoast Landscape & Lawns	\$\$	200.00 283.50 88.50	
	Westcoast Landscape & Lawns	\$ \$ \$	200.00 283.50 88.50 344.00	
	Westcoast Landscape & Lawns	\$\$	200.00 283.50 88.50	
	Westcoast Landscape & Lawns	\$ \$ \$	200.00 283.50 88.50 344.00	\$3,571.02
045		\$ \$ \$	200.00 283.50 88.50 344.00 407.00	\$3,571.02
015	Westcoast Landscape & Lawns PFM Group Consulting	\$ \$ \$	200.00 283.50 88.50 344.00	\$3,571.02

	Vogler Ashton	\$ 6,607.50	
		·	\$9,114.26
016	FPL	\$ 1,444.73	
			\$1,444.73
017	CA Florida Holdings	\$ 3,306.25	
	Solitude Lake Management	\$ 1,319.27	
		\$ 128.75	
	Westcoast Landscape & Lawns	\$ 1,650.00	
		\$ 1,650.00	
		\$ 265.50	
		\$ 361.50	
			\$8,681.27
018	upervisor Fees - 02/09/2022 Meetin	\$ 200.00	
	Westcoast Landscape & Lawns	\$ 1,650.00	
		\$ 1,650.00	
			\$4,300.00
019	PFM Group Consulting	\$ 1,250.00	
		\$ 2,500.00	
		\$ 12.89	
	Solitude Lake Management	\$ 8,427.50	
		\$ 1,391.50	
	Vogler Ashton	\$ 5,770.00	
			\$19,351.89
		Total	\$127,045.32

### Payment Authorization No. 001

10/1/2021

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	<b>Egis Insurance &amp; Risk Advisors</b> FY 2022 Insurance	14366	\$ 5,000.00	FY 2022
	<b>PFM Group Consulting</b> FY 2022 Tax Roll	FY22-TR-0030	\$ 7,500.00	FY 2022
		TOTAL	\$ 12,500.00	
			12,500.00	FY 2021 FY 2022

Venessa Ripoll Officer

**Board Member** 

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

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

### Payment Authorization No. 002

10/8/2021

Item No.	Vendor	Invoice Number	Gene Fur	
1	<b>Department of Economic Opportunity</b> FY 2022 Special District Fee	85508	\$ 17	75.00 FY 2022
		TOTAL	\$ 17	75.00
			17	FY 2021 75.00 FY 2022

<u>Venessa Ripoll</u> Officer

**Board Member** 

**RECEIVED** By Amanda Lane at 2:13 pm, Oct 12, 2021

### Payment Authorization No. 003

10/15/2021

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Solitude Lake Management October Management Services	PI-A00685796	\$ 1,039.27	FY 2022
		TOTAL	\$ 1,039.27	
			1,039.27	FY 2021 FY 2022

Venessa Ripoll Officer

**Board Member** 

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

**RECEIVED** By Amanda Lane at 8:46 am, Oct 18, 2021

#### Payment Authorization No. 004

10/22/2021

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year	
1	<b>FPL</b> Street Lights # Windward ; Service 10/01/2021 - 10/21/2021	Acct: 10775-85188	\$ 984.94	FY 2022	
2	<b>PFM Group Consulting</b> DM Fee: October 2021	DM-10-2021-54	\$ 2,500.00	FY 2022	
3	Solitude Lake Management October - March Reporting Services	PI-A00693264	\$ 650.00	FY 2022	
4	Supervisor Fees - 10/13/2021 Meeting John Leinaweaver Sandy Foster Dale Weidemiller Pete Williams John Blakley	   	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00	FY 2022 FY 2022 FY 2022 FY 2022 FY 2022	

TOTAL

\$ 5,134.94

FY 2021 5,134.94 FY 2022

Venessa Ripoll Officer

BW

Board Member

## Payment Authorization No. 005

10/29/2021

ltem No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Hoover Pumping Systems Service Agreement Through 09/30/2022	162924	\$ 2,890.00	FY 2022
2	Solitude Lake Management October Management Services	PI-A00685806	\$ 125.00	FY 2022
3	VGlobalTech October Website Maintenance	3188	\$ 125.00	FY 2022

TOTAL

\$ 3,140.00

	FY 2021
3,140.00	FY 2022

Venessa Ripoll

Officer

Beard Member

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

**RECEIVED** By Amanda Lane at 10:08 am, Nov 01, 2021

## Payment Authorization No. 006

11/5/2021

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	CA Florida Holdings			
	Legal Advertising on 10/06/2021 (Ad: 6308617)	4157288	\$ 198.00	FY 2022
2	Eco-Logic Services			
	October Maintenance	1514	\$ 16,225.00	FY 2022
3	Solitude Lake Management			
·	November Management Services	PI-A00703940	\$ 1,039.27	FY 2022
	November Management Services	PI-A00707040	\$ 280.00	FY 2022
4	Westcoast Landscape & Lawns			
	Monthly Irrigation Inspection	95773	\$ 1,650.00	FY 2022
		TOTAL	\$ 19,392.27	

<u>Venessa Ripoll</u> Officer	
Officer	

Real

FY 2021

FY 2022

19,392.27

#### Payment Authorization No. 007

11/12/2021

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Solitude Lake Management November Management Services for Martinique	PI-A00703950	\$ 128.75	FY 2022
2	<b>US Bank</b> Series 2020 Trustee Services 10/01/2021 - 09/30/2021	6304528	\$ 4,031.25	FY 2022
3	VGlobalTech November Website Maintenance	3269	\$ 125.00	FY 2022
4	Westcoast Landscape & Lawns October Inspection Repairs	96920	\$ 310.00	FY 2022
			4,595.00	)
		TOTAL	\$ 4,595.00	
			4,595.00	FY 2021 FY 2022

Venessa Ripoll Officer

Board Member

**RECEIVED** By Amanda Lane at 7:05 pm, Nov 15, 2021

### Payment Authorization No. 008

11/19/2021

\_

\_

ltem No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	PFM Group Consulting	DM 44 0004 54		
	DM Fee: November 2021	DM-11-2021-54	\$ 2,500.00	FY 2022
2	Supervisor Fees - 11/10/2021 Meeting			
	John Leinaweaver		\$ 200.00	FY 2022
	Sandy Foster		\$ 200.00	FY 2022
	Dale Weidemiller		\$ 200.00	FY 2022
	Pete Williams		\$ 200.00	FY 2022
	John Blakley		\$ 200.00	FY 2022
3	Vogler Ashton			
	General Counsel Through 10/31/2021	7281	\$ 1,120.50	FY 2022
4	Westcoast Landscape & Lawns			
	October Inspection Repairs	97019	\$ 272.50	FY 2022
		TOTAL	\$ 4,893.00	
				FY 2021

Vivian Carvalho

Offi

N

**RECEIVED** By Amanda Lane at 10:28 am, Nov 22, 2021

4,893.00

FY 2022

#### Payment Authorization No. 009

12/3/2021

ltem No.	Vendor Invoice Number		General Fund	
1	<b>CA Florida Holdings</b> Legal Advertising on 11/03/2021 (Ad: 6460140)	4219591	\$	294.25
2	FPL Street Lights # Windward ; Service 10/21/2021 - 11/19/2021	Acct: 10775-85188	\$1,	360.16
3	Sarasota County Public Utilities Department 2554 Paradise Plum Dr Flush ; Service 11/02/2021 - 12/02/2021 2586 Wild Cherry Path Flush Mtr ; Service 11/02/2021 - 12/02/2021	Acct: 457713-636114 Acct: 457713-642468	\$ \$	61.58 8.02

TOTAL \$ 1,724.01

Venessa Ripoll Officer

**RECEIVED** By Amanda Lane at 10:40 am, Dec 08, 2021

#### Payment Authorization No. 010

12/10/2021

ltem No.	Vendor	Invoice Number	General Fund
1	PFM Group Consulting		
-	Billable Expenses	117961	\$ 371.7
	Billable Expenses	118293	\$ 301.8
	Quarterly Dissemination 10/01/2021 - 12/31/2021	118317	\$ 1,250.0
	DM Fee: December 2021	DM-12-2021-54	\$ 2,500.0
	October Reimbursables	OE-EXP-11-45	\$ 3.4
2	Sarasota County Public Utilities Department		
	3051 Laceleaf Blvd Reuse ; Service 11/04/2021 - 12/07/2021	Acct: 457713-635530	\$ 7.8
	2586 Wild Cherry Path Flush Mtr ; Service 11/02/2021 - 12/02/2021	Acct: 457713-642468	\$ 8.0
3	Solitude Lake Management		
	December Management Services	PI-A00722295	\$ 1,319.2
	December Management Services	PI-A00722296	\$ 128.
4	Stantec Consulting Services		
	Engineering Services Through 12/03/2021	1864774	\$ 265.
5	Supervisor Fees - 12/08/2021 Meeting		
	John Leinaweaver		\$ 200.0
	Sandy Foster		\$ 200.0
	Dale Weidemiller		\$ 200.0
	Pete Williams		\$ 200.
	John Blakley		\$ 200.
6	VGlobalTech		
	December Website Maintenance	3355	\$ 125.0

TOTAL

\$ 7,281.00

Venessa Ripoll Officer

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

Board Member



## Payment Authorization No. 011

12/17/2021

Item No.	Vendor	Invoice Number	C	General Fund
1	<b>PFM Group Consulting</b> November Reimbursables	OE-EXP-12-42	\$	10.75
2	VGlobalTech Quarterly Website Audit	3439	\$	300.00
		TOTAL	\$	310.75

<u>Venessa Ripoll</u> Officer

**Board Member** 

## Payment Authorization No. 012

12/23/2021

ltem No.	Vendor	Invoice Number	General Fund
1	<b>FPL</b> Street Lights # Windward ; Service 11/19/2021 - 12/20/2021		\$ 1,360.16
2	<b>Vogler Ashton</b> General Counsel Through 11/30/2021	7395	\$ 796.00
		TOTAL	\$ 2,156.16

Zu

Venessa Ripoll Officer

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

**RECEIVED** By Amanda Lane at 10:47 am, Dec 30, 2021

## Payment Authorization No. 013

1/7/2022

.

ltem No.	Vendor	Invoice Number	General Fund
1	<b>CA Florida Holdings</b> Legal Advertising on 12/01/2021 and 12/28/2021	4283892	\$ 607.75
2	<b>Eco-Logic Services</b> December Maintenance	1634	\$ 16,225.00
3	<b>Supervisor Fees - 01/04/2022 Meeting</b> John Leinaweaver Sandy Foster Dale Weidemiller Pete Williams John Blakley		<ul> <li>\$ 200.00</li> <li>\$ 200.00</li> <li>\$ 200.00</li> <li>\$ 200.00</li> <li>\$ 200.00</li> <li>\$ 200.00</li> </ul>
4	<b>VGlobalTech</b> January Website Maintenance	3490	\$ 125.00
5	Westcoast Landscape & Lawns November Inspection Repairs	98040	\$ 283.00
		TOTAL	\$ 18,240.75

Vivian Carvalho

Offi

ie



## Payment Authorization No. 014

1/14/2022

ltem No.	Vendor	Invoice Number		General Fund
1	Solitude Lake Management		<u>^</u>	4 9 4 9 6
	January Management Services	PI-A00737332	\$	1,319.2
	January Management Services	PI-A00737333	\$	128.7
	Supervisor Fees - 01/12/2022 Meeting			
	John Leinaweaver		\$	200.
	Sandy Foster		\$	200.0
	Dale Weidemiller		\$	200.
	Pete Williams		\$	200.0
	John Blakley		\$	200.0
3	Westcoast Landscape & Lawns			
	November Inspection Repairs	98041	\$	283.
	Irrigation Repairs	98268	\$	88.
	December Inspection Repairs	98689	\$	344.
	December HOA/Commons Inspection Repairs	98690	\$	407.0
		TOTAL	•	3,571.

Venessa Ripoll Officer

**Board Member** 

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



## Payment Authorization No. 015

1/21/2022

Item No.	Vendor	Invoice Number	General Fund
1	<b>PFM Group Consulting</b> DM Fee: January 2022 December Reimbursables	DM-01-2022-054 OE-EXP-01-044	2,500.00 \$6.76
2	<b>Vogler Ashton</b> General Counsel Through 12/31/2021	7588	\$ 6,607.50
		TOTAL	\$ 9,114.26

Vivian Carvalho Of

e

Payment Authorization No. 016

1/28/2022

ltem	Vendor	Invoice	General	
No.		Number	Fund	
1	FPL Street Lights # Windward ; Service 12/20/2021 - 01/21/2022	Acct: 10775-85188	\$ 1,444.73	

TOTAL \$ 1,444.73

Vivian Carvalho

Officer

Board Member

#### Payment Authorization No. 017

2/4/2022

ltem No.	Vendor	Invoice Number	General Fund		
1	<b>CA Florida Holdings</b> Legal Advertising Through 01/20/2022 ; Ads: 6730114, 6763175	4346183	\$ 3,306.25		
2	<b>Solitude Lake Management</b> February Management Services February Management Services	PI-A00751833 PI-A00751834	\$ 1,319.27 \$ 128.75		
3	Westcoast Landscape & Lawns January Irrigation Inspection (Monthly) February Irrigation Inspection (Monthly) January CDD Inspection Repairs January HOA Inspection Repairs	99324 99325 99372 99373	<ul> <li>\$ 1,650.00</li> <li>\$ 1,650.00</li> <li>\$ 265.50</li> <li>\$ 361.50</li> </ul>		

TOTAL

\$ 8,681.27



Venessa Ripoll Offi

## Payment Authorization No. 018

2/11/2022

ltem No.	Vendor	Invoice Number	General Fund	
1	Supervisor Fees - 02/09/2022 Meeting			
	John Leinaweaver		\$ 200.00	
	Sandy Foster		\$ 200.00	
	Dale Weidemiller		\$ 200.00	
	Pete Williams		\$ 200.00	
	John Blakley		\$ 200.00	
2	Westcoast Landscape & Lawns			
	October Irrigation Inspection (Monthly)	95772	\$ 1,650.00	
	December Irrigation Inspection (Monthly)	99323	\$ 1,650.00	
		TOTAL	\$ 4,300.00	

Venessa Ripoll Officer

**Board Member** 

## Payment Authorization No. 019

2/18/2022

ltem No.	Vendor	Invoice Number	General Fund
1	<b>PFM Group Consulting</b> Series 2020 Quarterly Dissemination DM Fee: February 2022 January Reimbursables	119138 DM-02-2022-054 OE-EXP-02-055	\$ 1,250.00 \$ 2,500.00 \$ 12.89
2	<b>Solitude Lake Management</b> Spring 2022 Planting (50% Deposit) Planting Ponds 9 & 10 (50% Deposit)	SMOR-564019 SMOR-564020	\$ 8,427.50 \$ 1,391.50
3	<b>Vogler Ashton</b> General Counsel Through 01/31/2022	7684	\$ 5,770.00

TOTAL

\$ 19,351.89

Venessa Ripoll

Officer

**Board Member** 

# Windward at Lakewood Ranch Community Development District

Ratification of Requisitions No.1-4

	WINDWARD AT LAKEWOOD RANCH							
	COMMUNITY DEVELOPME							
	Requisitions 1-4							
Req #	Description	Amount	Total					
1	Jon M. Hall Company	\$ 267,120.00						
2	eal Communities of Southwest Florid	\$12,626,623.12	\$ 267,120.00					
			\$12,626,623.12					
3	eal Communities of Southwest Florid	\$23,129.17						
4	eal Communities of Southwest Florid	\$327,019.20	\$23,129.17					
			\$327,019.20					
		Total	\$13,243,891.49					

<b>Requisition</b>	<u>Vendor</u>	:	<u>Amount</u>	Special Instructions	Submit Payment
1	Jon M. Hall Company	\$		Please overnight the payment and reference project 20035 pay app(s) 1 on the payment.	Please overnight the payment to: Jon M. Hall Company 8409 Laurel Fair Circle, Suite 100 Tampa, FL 33610

Total

\$ 267,120.00

<u>Requisition</u>	Vendor	<u>Amount</u>	Special Instructions	Submit Payment
2	Neal Communities of Southwest Florida		Please wire the funds per the instructions on page 7 of the .pdf file and reference Phase 1 with the wire.	Via wire

Total

\$ 12,626,623.12

<u>Requisition</u>	Vendor	<u> </u>	<u>mount</u>	Special Instructions	Submit Payment
3	Neal Communities of Southwest Florida	\$		Please wire the funds per the instructions on page 6 of the .pdf file and reference Phase 1 with the wire.	Via wire

Total

\$ 23,129.17

<u>Requisition</u>	Vendor	<u>Amount</u>	Special Instructions	Submit Payment
4	Neal Communities of Southwest Florida	Please see page 3 of	Please wire the funds per the instructions on page 6 of the .pdf file and reference Phase 1 with the wire.	Via wire

-

Total

\$

# Windward at Lakewood Ranch Community Development District

**Review of District Financial Statements** 

Statement of Financial Position As of 1/31/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
	A	<u>ssets</u>			
Current Assets					
General Checking Account	\$86,670.09				\$86,670.09
	25.00	<b>*</b> ~~ ~~ ~~ ~~			25.00
Debt Service Reserve (Series 2020-A1)		\$88,878.75 266,369.76			88,878.75 266,369.76
Revenue (Series 2020-A1, A2) Revenue (Series 2020-A3)		266,369.76			200,309.76
Prepayment (Series 2020-A3)		859,465.69			859,465.69
Accounts Receivable - Due from Developer		000,400.00	\$13,397.00		13,397.00
Acq/Constr (Series 2020-A3)			3,317,087.51		3,317,087.51
Total Current Assets	\$86,695.09	\$1,214,714.33	\$3,330,484.51	\$0.00	\$4,631,893.93
Investments				<b>MA 044 - 440</b>	<b>M4 044 744 05</b>
Amount Available in Debt Service Funds				\$1,214,714.33	\$1,214,714.33
Amount To Be Provided				15,275,285.67	15,275,285.67
Total Investments	\$0.00	\$0.00	\$0.00	\$16,490,000.00	\$16,490,000.00
Total Assets	\$86,695.09	\$1,214,714.33	\$3,330,484.51	\$16,490,000.00	\$21,121,893.93
	Liabilities :	and Net Assets			
Current Liabilities					
Accounts Payable	\$1,444.73				\$1,444.73
Accounts Payable			\$13,397.00		13,397.00
Retainage Payable Deferred Revenue			558,949.90 13,397.00		558,949.90 13,397.00
Total Current Liabilities	\$1,444.73	\$0.00	\$585,743.90	\$0.00	\$587,188.63
Long Term Liabilities Revenue Bonds Payable - Long-Term				\$16,490,000.00	\$16,490,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$16,490,000.00	\$16,490,000.00
Total Liabilities	\$1,444.73	\$0.00	\$585,743.90	\$16,490,000.00	\$17,077,188.63
Net Assets					
Net Assets - General Government	\$5,028.49				\$5,028.49
Current Year Net Assets - General Government	80,221.87				80,221.87
Net Assets, Unrestricted Current Year Net Assets, Unrestricted		\$521,722.73 692,991.60			521,722.73 692,991.60
Net Assets, Unrestricted Current Year Net Assets, Unrestricted			\$3,216,197.74 (471,457.13)		3,216,197.74 (471,457.13)
Total Net Assets	\$85,250.36	\$1,214,714.33	\$2,744,740.61	\$0.00	\$4,044,705.30
			* , ,	,	

#### Statement of Activities

As of 1/31/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
Revenues					
Off-Roll Assessments	\$174,926.01				\$174,926.01
Other Income & Other Financing Sources	0.01				0.01
Off-Roll Assessments		\$257,882.04			257,882.04
Other Assessments		1,147,291.19			1,147,291.19
Developer Contributions			\$1,297,532.77		1,297,532.77
Total Revenues	\$174,926.02	\$1,405,173.23	\$1,297,532.77	\$0.00	\$2,877,632.02
Expenses					
Supervisor Fees	\$5,000.00				\$5,000.00
Public Officials' Liability Insurance	2,250.00				2,250.00
Trustee Services	4,031.25				4,031.25
Management	10,000.00				10,000.00
Engineering	265.00				265.00
Dissemination Agent	1,250.00				1,250.00
District Counsel	8,524.00				8,524.00
Assessment Administration	7,500.00				7,500.00
Postage & Shipping	20.99				20.99
Legal Advertising	1,100.00				1,100.00
Miscellaneous	0.01				0.01
Web Site Maintenance	800.00				800.00
Dues, Licenses, and Fees	175.00				175.00
Wetland Upland Maintenance	5,500.00				5,500.00
Wetlands Monitoring	26,950.00				26,950.00
Pond Contract	5,508.33				5,508.33
Lake/Pond Repair	650.00				650.00
General Insurance	2,750.00				2,750.00
Irrigation	1,650.00				1,650.00
Irrigation Parts	5,629.58				5,629.58
Streetlights	5,149.99				5,149.99
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
Engineering			\$5,705.00		5,705.00
Contingency			1,436,309.39		1,436,309.39
Developer Repayment			327,019.20		327,019.20
Total Expenses	\$94,704.15	\$712,190.00	\$1,769,033.59	\$0.00	\$2,575,927.74

Statement of Activities

As of 1/31/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total	
Other Revenues (Expenses) & Gains (Losses)						
Interest Income		\$8.37			\$8.37	
Interest Income			\$43.69		43.69	
Total Other Revenues (Expenses) & Gains (Losses)	\$0.00	\$8.37	\$43.69	\$0.00	\$52.06	
Change In Net Assets	\$80,221.87	\$692,991.60	(\$471,457.13)	\$0.00	\$301,756.34	
Net Assets At Beginning Of Year	\$5,028.49	\$521,722.73	\$3,216,197.74	\$0.00	\$3,742,948.96	
Net Assets At End Of Year	\$85,250.36	\$1,214,714.33	\$2,744,740.61	\$0.00	\$4,044,705.30	

## Budget to Actual For the Month Ending 01/31/2022

#### Year to Date

	Actual	Budget		Variance		FY 2022 Adopted Budget	
Revenues							
Off-Roll Assessments	\$ 174,926.01	\$	78,713.00	\$	96,213.01	\$	236,139.00
Other Income & Other Financing Sources	0.01		-		0.01		-
Net Revenues	\$ 174,926.02	\$	78,713.00	\$	96,213.02	\$	236,139.00
General & Administrative Expenses							
Supervisor Fees	\$ 5,000.00	\$	4,000.00	\$	1,000.00	\$	12,000.00
Public Officials' Insurance	2,250.00		825.00		1,425.00		2,475.00
Trustee Services	4,031.25		2,000.00		2,031.25		6,000.00
Management	10,000.00		10,000.00		-		30,000.00
Engineering	265.00		5,000.00		(4,735.00)		15,000.00
Dissemination Agent	1,250.00		1,666.67		(416.67)		5,000.00
District Counsel	8,524.00		6,666.67		1,857.33		20,000.00
Assessment Administration	7,500.00		2,500.00		5,000.00		7,500.00
Reamortization Schedules	-		83.33		(83.33)		250.00
Audit	-		2,000.00		(2,000.00)		6,000.00
Postage & Shipping	20.99		100.00		(79.01)		300.00
Legal Advertising	1,100.00		1,333.33		(233.33)		4,000.00
Bank Fees	-		60.00		(60.00)		180.00
Miscellaneous	0.01		166.66		(166.65)		500.00
Office Supplies	-		83.33		(83.33)		250.00
Web Site Maintenance	800.00		900.00		(100.00)		2,700.00
Dues, Licenses, and Fees	175.00		58.33		116.67		175.00
General Insurance	2,750.00		1,008.33		1,741.67		3,025.00
Total General & Administrative Expenses	\$ 43,666.25	\$	38,451.65	\$	5,214.60	\$	115,355.00
Project Maintenance Expenses							
Well Pump Maintenance	\$ -	\$	1,500.00	\$	(1,500.00)	\$	4,500.00
Wetland Maintenance	5,500.00		8,333.33		(2,833.33)		25,000.00
Wetland Contract	26,950.00		12,000.00		14,950.00		36,000.00
Pond Maintenance Contract	5,508.33		5,028.00		480.33		15,084.00
Pond Maintenance	650.00		6,666.67		(6,016.67)		20,000.00
Irrigation Pump Maintenance Contract	1,650.00		1,066.67		583.33		3,200.00
Irrigation Pump Maintenance	5,629.58		1,666.67		3,962.91		5,000.00
Drainage Maintenance	-		1,666.67		(1,666.67)		5,000.00
Streetlights	5,149.99		1,666.67		3,483.32		5,000.00
Curb Replacement	-		666.67		(666.67)		2,000.00
Total Project Maintenance Expenses	\$ 51,037.90	\$	40,261.35	\$	10,776.55	\$	120,784.00
Total Expenses	\$ 94,704.15	\$	78,713.00	\$	15,991.15	\$	236,139.00
Net Income (Loss)	\$ 80,221.87	\$	-	\$	80,221.87	\$	-