

# Windward at Lakewood Ranch Community Development District

3501 Quadrangle Blvd., Ste. 270, Orlando, FL 32817  
Phone 407-723-5900; Fax 407-723-5901  
[www.windwardatlakewoodranchcdd.com](http://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, April 13, 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]*

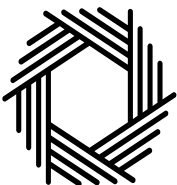
### **Business Matters**

1. Consideration of the Minutes of the February 24, 2022, Continued Board of Supervisors Meeting
2. Consideration of the Minutes of the March 9, 2022, Board of Supervisors Meeting
3. Consideration of Stantec Work Authorization No. 2 Pertaining to Fruitville Road Intersection Improvements
4. Ratification of the Hoover Pumping Systems Proposal
5. Review and Consideration of the Stantec Special Authorization No.7, Utility Design for the Fruitville Road Expansion from Debrecen Road to Lorraine Road
6. Ratification of the Termination Letter to Solitude Lake Management
7. Review and Discussion of Wrathell, Hunt & Associates, LLC Proposal for District Management Services
8. Review and Discussion of Existing PFM Contracts for the District
9. Ratification of Funding Requests No.104 – No.105
10. Ratification of Payment Authorizations No.020 – No.023
11. Ratification of Requisition Series 2022 No.1
12. Review of District Financial Statements

### **Other Business**

#### **Staff Reports**

District Counsel  
District Engineer  
District Manager



**pfm**

**Supervisor Requests and Audience Comments**

**Adjournment**



**Windward at Lakewood Ranch  
Community Development District**

Consideration of the Minutes of the February 24, 2022,  
Continued Board of Supervisors Meeting

**MINUTES OF MEETING**

**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
CONTINUED BOARD OF SUPERVISORS MEETING MINUTES  
Thursday, February 24, 2022, at 11:00 a.m.  
5800 Lakewood Ranch Blvd,  
Sarasota, FL 34240**

Board Members in attendance:

Pete Williams	Chairperson	(via phone)
John Leinaweaver	Vice Chairperson	
Sandy Foster	Assistant Secretary	
Dale Weidemiller	Assistant Secretary	
John Blakley	Assistant Secretary	(joined meeting in progress at 11:14 a.m.)

Also present or via speakerphone were:

Vivian Carvalho	District Manager-PFM Group Consulting LLC	
Venessa Ripoll	District Manager-PFM Group Consulting LLC	(via phone)
Mike Kennedy	District Engineer- Stantec	
Jim Schier	Neal Communities	
John McKay	J.H. McKay, LLC	
Sete Zare	MBS Capital Markets	(via phone)
Kevin Plenzler	PFM Financial Advisors LLC	(via phone)
Misty Taylor	Bryant Miller Olive- Bond Counsel	(via phone)
Sarah Warren		(via phone)

**FIRST ORDER OF BUSINESS**

**Administrative Matters**

**Call to Order and Roll Call**

The Board of Supervisors' Continued Meeting for the Windward at Lakewood Ranch CDD was called to order at 11:06 a.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**

There were no comments from the Public.

**SECOND ORDER OF BUSINESS**

**Business Matters**

**Ratification of the Supplemental Engineer's Report**

Ms. Carvalho requested a motion to ratify the Supplemental Engineer's Report.

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

### **Ratification of the Supplemental Assessment Methodology Report**

Mr. Plenzler reviewed the Supplemental Assessment Methodology Report for the Board. He stated tables 1 and 2 incorporate the recently ratified Engineer's Report. Table 3 details the Series of 2022 Bonds, table 4 covers allocation of the Series 2022 Assessments, and table 5 reflects the Summary of Annual Assessments. Mr. Plenzler advised, after analyzing the data, he found the assessment to be reasonably and equitably allocated.

Ms. Carvalho requested a motion to ratify the Supplemental Assessment Methodology Report.

ON MOTION by Ms. Foster, seconded by Mr. Leinaweaver, with all in favor, the Board ratified the Supplemental Assessment Methodology Report.

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

Ms. Taylor with Bryant Miller Olive reviewed 2022-07, Bond Delegation Award Resolution. She stated it includes the third Supplement, a purchase contract, preliminary limited offering memorandum, continuing disclosure agreement, and not to exceed cost of issuance budget. The Resolution also appoints, US Bank as trustee, and PFM Group Consulting, as District Manager to perform in the capacity as Dissemination Agent for bond continue disclosure. The Resolution also delegates authority to the Chair to execute all documents within the set forth parameters outlined in the resolution.

John Blakley joined the meeting at 11:14 a.m.

Ms. Carvalho requested a motion to approve 2022-07 Bond Delegation Award Resolution.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board approved Resolution of the 2022-07, Bond Delegation Award Resolution.

**THIRD ORDER OF BUSINESS**

**Other Business**

**Staff Reports**

**District Counsel** – No Report

**District Engineer** – No Report

**District Manager** – Ms. Carvalho noted that the next meeting is scheduled for March 9, 2022, at this location at 12:15 p.m.

**FOURTH ORDER OF BUSINESS**

**Supervisor Requests and Audience Comments**

There were no Supervisor requests or Audience comments.

**FIFTH ORDER OF BUSINESS**

**Adjournment**

There was no additional business to discuss. Ms. Carvalho requested a motion to Adjourn this meeting to March 9, 2022, at 11:00 a.m. at this location.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the February 24, 2022, Continued Board of Supervisors' Meeting of the Windward at Lakewood Ranch Community Development District continued meeting was adjourned at 11:16 a.m.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson

**Windward at Lakewood Ranch  
Community Development District**

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

**MINUTES OF MEETING**

**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS MEETING MINUTES  
Wednesday, March 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
John Blakley	Assistant Secretary

Also present or via speakerphone were:

Vivian Carvalho	District Manager-PFM Group Consulting LLC
Venessa Ripoll	District Manager-PFM Group Consulting LLC
Ed Vogler	District Counsel- Vogler Ashton (via phone)
Kim Ashton	District Counsel- Vogler Ashton (joined at 12:24p.m. )(via phone)
Mike Kennedy	District Engineer- Stantec
Pam Curran	Neal Communities
John McKay	J.H. McKay, LLC
Sete Zare	MBS Capital Markets (via phone)
Kevin Plenzler	PFM Financial Advisors LLC (via phone)
Amanda Lane	PFM Financial Advisors LLC (via phone)
Janice Snow	Neal Communities (joined at 12:22 p.m.)
Misty Taylor	Bryant Miller Olive- Bond Counsel (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 12:20 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**

There were comments from the public at this time.

**SECOND ORDER OF BUSINESS**

**Business Matters**



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

The Board reviewed the Minutes of the February 09, 2022, Board of Supervisors' Meeting.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board approved the Minutes of the February 09, 2022, Board of Supervisors' Meeting.

Ms. Snow joined the Meeting at 12:22 p.m.

**Review and Consideration of the  
Final Phase 2 Supplemental  
Assessment Methodology**

Mr. Plenzler provided an overview of the Final Phase 2 Supplemental Assessment Methodology. The debt services assessments have been analyzed on a per acre, per unit bases and were found to be reasonably and equitably allocated.

ON MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board approved the Supplemental Assessment Methodology Report.

Ms. Ashton joined the Meeting at 12:24 p.m.

**Consideration of Resolution 2022-  
08, Special Assessment Bonds for  
Series 2022**

Ms. Ashton provided an overview of the Assessment Bond Resolution. The final lien resolution for the Phase 2 project Bonds to be closed on March 17, 2022. Resolution 2022-08 confirms and conforms the previously approved Resolutions 2020-33 and 2022-06 assessments to the actual Bonds.

ON MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved Resolution 2022-08, Special Assessment Bonds for Series 2022.

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

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

**Ratification of Funding Request  
No. 101- No. 103**

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board Ratified Funding Request No. 101- No. 103.

**Ratification of Payment  
Authorizations No. 001- No. 019**

ON MOTION by Mr. Leinaweaver, seconded by Ms. Foster, with all in favor, the Board Ratified Payment Authorizations No. 001- No. 019.

**Ratification of Requisitions No. 1-  
4**

ON MOTION by Mr. Blakley, seconded by Mr. Leinaweaver, with all in favor, the Board Ratified Requisitions No. 1-4.

**age pl**

**Review of District Financial  
Statements**

The Board reviewed the Financial Statements through January 31, 2022.

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

### **Staff Reports**

**District Counsel** – No Report

**District Engineer** – Mr. Kennedy provided an update on the lighting issue brought before the Board by a resident at a previous meeting. Mr. Evans went out to the area and found there was lighting in the area, but they were not currently working. The lights will be fixed but believes it may not be adequate.

Mr. Kennedy also provided a drawing to explain the various phases. The drawing shows complete, under construction areas, and future areas of construction.

**District Manager** – Ms. Carvalho noted that the next meeting is scheduled for April 13, 2022, at this location at 12:15 p.m. however District Staff is looking to continue this meeting to March 24, 2022, at 11:00 a.m.

### **FOURTH ORDER OF BUSINESS**

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

There were no supervisor requests or audience comments.

### **FIFTH ORDER OF BUSINESS**

### **Continuance**

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

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the March 9, 2022, Windward at Lakewood Ranch Community Development District was continued at 12:31 p.m. to March 24, 2022, at 11:00 a.m. at this location.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson

**Windward at Lakewood Ranch  
Community Development District**

Consideration of Stantec Work Authorization No. 2  
Pertaining to Fruitville Road Intersection Improvements



**Stantec Consulting Services Inc.**  
6920 Professional Parkway  
Sarasota FL 34240-8414  
Tel: (941) 907-6900

April 7, 2022

Via: E-Mail ([carvalhov@pfm.com](mailto:carvalhov@pfm.com))

Windward at Lakewood Ranch Community Development District  
c/o PFM Group Consulting LLC  
3501 Quadrangle Blvd., Suite 270  
Orlando, Florida 32817

**Attn: Ms. Vivian Carvalho**  
**District Manager**

**Reference: Work Authorization No. 2 Modification**  
**Intersection Improvements at Fruitville Road and Founders Club Drive, Fruitville Road and Sarasota Center Boulevard, and Fruitville Road and Laceleaf Boulevard – Design, Permitting and Surveying Services**

Dear Ms. Carvalho:

Enclosed is Exhibit B2 for services within Windward at Lakewood Ranch. This Work Authorization (WA-2 Modification) includes the following:

1. Changes to the WA-2 Fruitville Road Expansion Project from Debrecen Road to Lorraine Road; specifically, modifying the "milestone billing" to allow for the billing of 90% Bid Documents/Plans while awaiting the design and permitting of improvements in this WA-2 Modification.
2. Modifications to the intersections at Fruitville Road and Sarasota Center Boulevard, Fruitville Road and Founders Club Drive, and Fruitville Road and Laceleaf Boulevard. The improvements at Fruitville Road and Sarasota Center Boulevard Intersection include the design and permitting of a westbound-to-northbound right turn lane. The addition of the turn lane necessitates modifications to the signal mast arm in the northeast quadrant of the intersection and analyzation and redesign of the mast arm in the northwest quadrant of the intersection. The improvements at Fruitville Road and Founders Club Drive include the design and permitting of an intersection control roundabout. The improvements at Fruitville Road and Laceleaf Boulevard include the design and permitting of an intersection control roundabout.
3. Preparation of parcel sketch and descriptions needed for the acquisition of right-of-way and permanent and temporary easements needed for the construction of improvements detailed in the original WA-2 Fruitville Road Expansion Project from Debrecen Road to Lorraine Road as well as the improvements stated in number 2 above.

If you should have any questions regarding this matter, please contact our office.

Sincerely,

**Stantec Consulting Services Inc.**

Kristopher A. Wilhoit, PE  
Assistant District Engineer  
Tel: (941) 907-6900  
E-Mail: [kris.wilhoit@stantec.com](mailto:kris.wilhoit@stantec.com)

Ben Quartermaine, PE  
Project Manager  
Tel: (941) 907-6900  
E-Mail: [ben.quartermaine@stantec.com](mailto:ben.quartermaine@stantec.com)

Enclosure

**Design with community in mind**

4/7/2022 - JVEGA

V:\2156\active\215615940\admin\documents\proposal\pro\_v-carvalho\_windward-lr-cdd\_wa-2\_mod-1\_fruitville-intersection-imp\_v-2\_bdq\_20220407.docx



**Exhibit B2 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

**Work Authorization No. 2 Modification**

**Exhibit B2**

**Intersection Improvements at Fruitville Road and Founders Club Drive, Fruitville Road and Lacleaf Boulevard, and Fruitville Road and Sarasota Center Boulevard**

Further Description of Basic Engineering Services and Related Matters

- 1.0 Changes to WA-2 Milestone Billing
  - See Attachment A
- 2.0 WA-2 CO-1 - Definition of Work Products
  - See Attachment B
- 3.0 Excluded Services
  - See Attachment C
- 4.0 Schedule
  - See Attachment D
- 5.0 Fee Proposal
  - See Attachment E

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

Mr. Pete Williams, Chairman  
Windward at Lakewood Ranch Community Development District  
c/o PFM Group Consulting LLC  
3501 Quadrangle Boulevard, Suite 270  
Orlando, Florida 32817



**Exhibit B2 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

**ATTACHMENT A – WA-2 Modifications**

**Fruitville Road Expansion Project from Debrecen Road to Lorraine Road**

The scope of services includes a modification to the milestone billing of Phase II of WA-2 Fruitville Road Expansion Project from Debrecen Road to Lorraine Road. The total fee of WA-2 will not change. The addition of a line item in Phase II of the milestone billing is proposed to allow for the billing of 90% Bid Documents/ Plans and Bid Phase Services. The state of the Fruitville Road Expansion Project plans will remain at 90% while the intersection improvements at Fruitville Road and Founders Club Drive, Fruitville Road and Laceleaf Boulevard, and Fruitville Road and Sarasota Center Boulevard are designed and permitted. The 100% Fruitville Road Expansion Project plans will include the intersection improvements. The modifications to the milestone billing of WA-2 are proposed as follows:

**PHASE I MILESTONES – PRELIMINARY DESIGN REPORT AND 30% DESIGN:**

<b>Milestone</b>	<b>Fee Type</b>	<b>Fee Amount</b>
Design and Preparation of 30% Conceptual Plans	Fixed	\$ 344,760
<b>Phase I Subtotal</b>		<b>\$ 344,760</b>

**PHASE II MILESTONES – 60%, 90%, AND 100% DESIGN:**

<b>Milestone</b>	<b>Fee Type</b>	<b>Fee Amount</b>
Design and Preparation of 60% Permit Package(s)/Plans	Fixed	\$ 344,760
Design and Preparation of 90% Bid Documents/Plans	Fixed	\$ 344,760
Design and Preparation of 100% Construction Documents/Plans	Fixed	\$ 84,920
Bid Phase Services and Final Construction Plans	Fixed	\$ 30,000
<b>Phase II Subtotal</b>		<b>\$ 804,440</b>
<b>TOTAL CONTRACT AMOUNT</b>		<b>\$ 1,149,200</b>

*Note: The table above only refers to the original fee. Fees for the additional work requested are outlined further in the WA-2 Modification.*



**Exhibit B2 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

## **ATTACHMENT B – WA-2 Modification**

### **Intersection Improvements at Fruitville Road and Founders Club Drive, Fruitville Road and Laceleaf Boulevard, and Fruitville Road and Sarasota Center Boulevard**

#### **Task 14.0 – Agency Coordination and Meetings**

Stantec will meet with the governmental agencies identified below to obtain specific guidelines and criteria for the evaluation and development of the project. These meetings are to be coordinated with Client and will include the following agencies:

##### Southwest Florida Water Management District (SWFWMD)

Stantec will meet with SWFWMD staff in Sarasota to discuss guidelines for development of the project and the criteria for permitting within the Environmental Resource Permit (ERP) application process.

##### Sarasota County Transportation and Public Utilities

Stantec will meet with Sarasota County staff to discuss intersection modifications and utility adjustments/relocation needs within the corridor, to be incorporated into the design. New or extension of utilities within the corridor will also be discussed in preparation for inclusion in the construction design.

##### Private Utility Companies

Stantec will assist the Client with the coordination of the improvements with the private utility companies to review locations of existing facilities and the relocation.

##### Coordination with Developers

Stantec will assist County staff in coordinating with developers along Fruitville Road. Coordination efforts may include meetings with developers, reviewing developer plans and ensuring that developers have the current, proposed roadway alignment and right-of-way and easement information needed to build the roadway.

##### Coordination with Grant Funding

Stantec will assist County staff and Windward Development District in coordinating with the State Legislative Appropriations for grant funding questions, any bidding information needed, and documents as requested by the state grant funding request.

#### **Task 15.0 – Sketch and Descriptions for Easement and Right-of-Way Dedication Tracts**

Sixty-two (62) Sketch and Descriptions will be prepared, as needed, for easement areas and right-of-way acquisition outside of the existing right-of-way for right-of-way dedication tracts and easement parcels as required for the intersection improvements as well as tracts required for the Fruitville Road Expansion. These will be done as exhibits to legal documents for acquisition of property. Four signed and sealed prints of each will be provided to the Client.

#### **Task 16.0 – Topographic Survey Information**

Supplemental topographic information will be gathered at both intersections in accordance with the “Standards of Practice for Land Surveying in the State of Florida,” Chapter 5J-17.05, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Elevations will be taken on a ±100-foot grid, locating drainage ditches, utilities, pipes, and other man-made features within the proposed right-of-way. Elevations will be taken within a 100-foot-wide area along the baseline of the right-of-way width (plus 25 feet outside of proposed rights of way adjacent to proposed roundabout). Elevations will be relative to the North American Vertical Datum (NAVD), 1988.





**Exhibit B2 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

Modifications to the Fruitville Road Expansion baseline control and existing conditions map will be prepared for submittal with the first engineering plan submittal.

**Task 17.0 – Subsurface Utility Investigation**

Investigation/ Designation

Within the intersection areas designated during the design process, specifically along Sarasota Center Boulevard, Founders Club Drive, Lacleaf Boulevard and the driveway entrance to the Yeshuas Love Biblical, Stantec will perform an investigation to discover and designate subsurface utilities. The designation effort will be performed with a combination of ground-penetrating radar (GPR) and electromagnetic signal induction (EM) toning. Stantec will provide estimated depths on utilities where possible. All evidence of subsurface utilities will be marked for subsequent survey by Stantec.

Specific-Purpose Survey (Designated Utilities)

Stantec will modify the specific-purpose survey of project area to map utilities designated through Investigation/ Designation. Based upon the Project Manager's assessment of the locations of designated utilities in relation to the project design requirements, the Project Manager will provide direction as to the locations at which vacuum excavation will be required.

**Task 18.0 – Geotechnical Survey**

Stantec will contract with an independent consultant, who will perform the following services, required for design through construction plan stage:

- Perform up to 16 borings at 100-foot intervals staggered left and right of the centerline, inclusive existing pavement core samples in accordance with the FDOT Soils and Foundation Handbook. The borings will generally extend to depths of 5 feet; with 2 borings extending to a depth of 15 feet and will be performed as a Standard Penetration Test (SPT) boring with continuous sample. Up to four additional 5-foot borings will be performed for the turn lane.
- Perform one Standard Penetration Test (SPT) borings to a nominal depth of 20 feet within the proposed pond area in general accordance with ASTM D-1586 ((Standard Test Method for Penetration Test and Split Barrel Sampling of Soils. Perform two Standard Penetration Test (SPT) borings to a nominal depth of 25 feet for proposed mast arms, at the Sarasota Center Boulevard intersection, in general accordance with ASTM D-1586 (Standard Test Method for Penetration Test and Split Barrel Sampling of Soils).

**Tasks 14.0 through 18.0 Deliverables:**

1. Meeting Scheduling, Agendas and Minutes
2. Topographic Survey signed/sealed by Professional Surveyor Licensed in Florida
3. Sketch and Descriptions (62 total) signed/sealed by Professional Surveyor Licensed in Florida
4. Subsurface Utility Map
  - a. A field markup of designated utilities and the markings upon the ground reflecting designated utilities.
  - b. A map of survey depicting the surveyed horizontal locations of all utility lines designated.
  - c. Field markings of each excavation together with a horizontal and vertical reference point for each excavation; excavation data sheets noting the utility type, size, material, and direction together with a measured depth from the top of utility to the established reference point; and photographs at each excavation.



**Exhibit B2 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

- d. A map of survey depicting the surveyed vertical and horizontal locations of utility lines disclosed.
5. Geotechnical Report signed/sealed by an Engineer Licensed in Florida

**Task 19.0 – Roadway Design Requirements/ Layout**

- Geometric design criteria.
  - o Access Management
  - o Intersection designs
    - Through Lane Accommodations
    - Turn Lane Accommodations
  - o Multimodal Accommodations
  - o Roadway cross-sections
    - Right-of-way versus easement consideration
    - Open drainage
    - Closed drainage
  - o Longitudinal Pond Design
- Prepare horizontal alignment of intersections.
- Identify right-of-way and easement acquisition needs for the intersection improvements.
- Identify existing public and private utilities at the intersection legs.
- Lighting Requirements.
- Appropriate pedestrian signal crossing for Fruitville Rd roundabout.
- Prepare a CAD alignment for Fruitville Road for approximately 400 feet in each direction along Fruitville Road at the Founders Club Drive roundabout and the Fruitville Road and Laceleaf Boulevard roundabout; as well as the proposed turn lane at Sarasota Center Boulevard, including modifications to proposed stormwater areas to accommodate improvements. Stantec will provide an alignment for consideration that will depict preliminary grading.

**Task 20.0 – Environmental**

**20.1 - Wetland Evaluation Report (WER)**

The WER will include the quantitative and qualitative assessment of existing wetland functional values as well as potential impacts to those functional values within the proposed roundabout alignment. The following tasks are included as part of the WER:

**20.2 - Wetland Delineation:**

Prior to potential alignment selection, Stantec will modify existing wetland delineation to include areas not currently mapped as part of the Fruitville Road widening project. The wetland and surface water jurisdictional limits, within the study area, will be provided pursuant to State of Florida, Chapter 62-345, Florida Administrative Code (FAC) and Corps of Engineers Wetlands Delineation Manual (U.S. Army Corps of Engineers [USACE]; 1987) criteria.



**Exhibit B2 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

**20.3 - Wetland Classification and Characterization:**

The location, boundaries, and classifications (based on the Florida Land Use, Cover and Forms Classification System; Florida Department of Transportation; 1999) of wetlands within the study area will be displayed on a GIS exhibit(s) prepared by Stantec using the latest available aerial imagery. Stantec will utilize all practical means for documenting the extent of functional impacts to the delineated wetland habitats (including review of historic aerial photos) to establish the most favorable negotiating position in future permitting exercises with regulatory agencies.

**20.4 - Wetland Impact Justification and Mitigation:**

A wetland impact avoidance and minimization discussion of the various alternatives will be included within the WER. Unavoidable impacts anticipated for each conceptual route will be explained and quantified along with a discussion of on-site and off-site mitigation options.

**Task 21.0 – Stormwater Design**

Stantec will utilize the Phillippi Creek Revised Existing Conditions Model (RECM) in ICPR v3 prepared for the Fruitville Road improvements, approved by Sarasota County Stormwater Division. A Post Conditions Model (PCM) will be prepared to accommodate additional drainage from the roundabout. The PCM will be submitted to the Sarasota County Stormwater Division and SWFWMD for permit modifications to accommodate proposed intersection improvements.

In addition to the Overall Modelling, Stantec will demonstrate Sarasota County and SWFWMD Compliance for the facilities within right-of-way such as: side/ cross drains, attenuation/ treatment calculations and Internal Pipe calculations. These analyses will be submitted during the 60% Review Submittal.

**Task 22.0 - Engineer's Opinion of Probable Cost**

Upon completion and submittal of the Permitting Plans (60% Submittal), Bid Plans (90% Submittal) and Final Plans (100% Submittal) Stantec will prepare a preliminary opinion of probable construction cost (OPC). The OPC will be utilized for permitting, required bonding criteria, and support of the bidding process.

**Tasks 23.0/ 24.0 – Preparation of Construction Plans/ MOT Plans**

Stantec will prepare construction plans as one set of drawings for a single phase of construction. Construction plans will include paving and grading, drainage system, relocation of utilities (water wastewater, irrigation), intersection improvements, pavement markings, landscaping, and street lighting. Design of the drainage system will include modification to the proposed roadway internal piping system, the by-pass swale systems, and any new stormwater detention areas. Temporary Traffic Control Plans will be modified and will consist of FDOT standard indices, phasing plans and sections with general notes and details. Approximately one hundred and thirty-three (133) plan sheets are anticipated for the construction plan set. Plans will be reviewed with Client at 30%, 60%, 90% and 100% design stages. Plans will be prepared in accordance with the following standards:

- The Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, State of Florida, latest edition.
- The Florida Department of Transportation FDOT 2020-2021 Standard Plans for Road Construction manual.
- The Florida Department of Transportation FDOT Design Manual 2020 (FDM).
- The Florida Department of Transportation Intersection Design Guide, latest edition.
- Sarasota County Unified Development Code



**Exhibit B2 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

Anticipated plan sheets and submittal stages:

**Table 4.5/ 4.6**

PLAN SHEETS	# Sheet (original)	Phase I	Phase II		
		30%	60%	90%	100%
Cover Sheet	1	P	P	C	F
Drainage Map (1" = 200')	3	P	P	C	F
Typical Sections	2	P	P	C	F
General Notes/Key Map	1	---	P	C	F
Project Layout (1" = 200')	1	P	P	C	F
Mainline Roadway Plan-Profile (1" = 40')	6	P	P	C	F
Roundabout Grading Plan	1	---	P	C	F
Curb Return Profiles	10	---	P	C	F
Mainline X-Sections (50' spacing)	29	---	P	C	F
Pond Plan and Details (1" = 30')	2	---	P	C	F
Drainage Details	3	---	P	C	F
Utility Plan and Profile (1" = 40')	12	---	P	C	F
Signal Plans	5	---	P	C	F
Fiber Plan Modification	10	---	P	C	F
Miscellaneous Details	2	---	P	C	F
Signing and Marking Plans (1" = 40')	10	---	P	C	F
Traffic Control Plans/MOT	7	---	---	C	F
Best Management Plan	3	---	P	C	F
Landscape (County Minimum)	9	---	---	C	F
Modified Tree Disposition Plan	1	P	P	C	F
Street lighting with electrical	11	---	---	C	F
ROW plans and parcel descriptions	11	---	C	C	F
<b>TOTAL</b>	133				
		P – Preliminary	C – Complete	F – Final	

As part of the 90% bid plans and final 100% plans, Stantec will modify technical specifications, supplemental technical specifications, quantity take-off figures, cut-and-fill analysis, and a bid schedule for the intersection improvements. One quantity take-off and opinion of probable cost will be provided based on the completed final construction plans.

The specification package will be inclusive of table of contents, special provisions, supplemental provisions, appendices with permits, technical special provisions and utility work schedule and any grant or state funding documents as applicable. PDF package shall be signed and sealed document with all pages numbered.

Stantec will provide a contractor qualification letter for the used at bidding. The letter will include qualifications listing the minimum experience and qualifications, as defined by Sarasota County Capital Projects and may include FDOT Work Classifications and/or past experience, to perform the roadway and utility work referenced to the construction cost estimate.

Stantec will provide a construction schedule duration using MS Project software or equivalent, to show logic, sequenced activities, and roll-up tasks. Schedule will list the calculated number of construction days based on construction logic and sequencing specific for the project based on



**Exhibit B2 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

FDOT standards and production rates. (FDOT's Administration Manual) and the Critical Path Method. The time frame shall be listed in consecutive calendar days from Notice to Proceed (NTP) to Substantial Completion and Final Completion.

**Task 25.0 – Regulatory Agency Submittal/ Permitting**

Stantec will prepare and submit, on behalf of Client, drawings, calculations, and complete permit applications to the following regulatory agencies:

- SWFWMD – Modification of General ERP for Fruitville Road Expansion
  - Sarasota County - Concurrent Review – Site and Development/Construction Plans\*
  - Army Corps of Engineers (USACE) Dredge and Fill Permitting (or FDEP based on recent transition of responsibilities).
- \* Assumes Site Development/Concurrent Construction Plan Permitting; with electronic submittal and twenty working day turnaround for request for additional information from County review staff.

Stantec will provide responses to requests for additional information from the regulatory agencies during the permitting process.

**Tasks 19.0 through 25.0 Deliverables:**

1. Wetland Evaluation Report
2. Revised Stormwater Model/ submittal
3. Bid set Construction Phase Plans
4. Specifications and Technical Provisions
5. Pay Items and quantity take-off
6. Engineer's Opinion of Probable Cost
7. Complete Contract Docs and Specification Package
8. Qualification and cost letter (based on experience and FDOT Work Class)
9. Construction Duration Estimate (based on FDOT standards and Critical Path Method)

**Task 26.0 – Bid Phase Services**

The assumption for Bidding, the Sarasota County Procurement will prepare a solicitation package to advertise project for construction. Stantec shall deliver final conformed contract plans in electronic/digital format using AutoCAD into the County's e-Builder Contract Management software. The final contract plans and technical specification package inclusive of all the FDOT standard specifications shall be digitally signed and sealed files delivered to the County in PDF format. AutoCAD files to be provided for bidders upon request.

Pre-Bid Meetings - Attendance and participation at a pre-bid meeting. Provide summary of meeting and notes for Addendum questions.

Prepare Addenda - To interpret or clarify the Bid Documents, Stantec will prepare appropriate addenda in accordance with County policy and procedures, to be approved by the County Project Manager, and reviewed and issued by County Procurement.

Review Bids - Stantec will assist County with bid evaluation and contract review and processing with the selected bidder. Stantec shall create and review an Excel bid tabulation sheet. Stantec will review bid tabulation sheets, provide justification for bid items over 20% of estimate, review bids received, check bidder's references (a maximum of three for each) reference check includes date/time and follow-up phone calls and make a recommendation for award. Stantec will provide the bid tabulation summary from all the responsive bidders in Excel (XLS) spreadsheet format.

**Design with community in mind**



**Exhibit B2 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

Bid Alternates - Prepare bid documents using add alternates for work items as requested by County.

Conforming Documents – Stantec will provide conforming documents, consisting of the original bid documents and any addenda or revisions to such documents prior to Contract award.

**Task 26 Deliverables:**

1. Meeting Minutes (PDF)
2. Bid Summary Evaluation (PDF, XLS)
3. Revised Plans, If required (PDF and .dwg files)

**Task 27.0 – Landscape Planting and Irrigation**

Stantec will coordinate with the Client to develop concepts and finalize the elements of the proposed design at the roundabout, including plant palette. Landscape and Irrigation plans will be modified in a two-step process to allow for Client review and approval. The plans will be based upon County landscape guidelines. The Client and FDOT shall provide review comments at the 60% stage, which will be incorporated into the 100% plans.

**Task 28.0 – Lighting Plans**

Lighting Plans will be modified to accommodate intersection improvements.

**Tasks 27.0 and 28.0 Deliverables:**

1. Landscape/ Irrigation Plans
2. Lighting Plans

**Task 29.0 – Property Acquisition Support Services**

Stantec will provide support services to aid in the acquisition of property along the Fruitville Corridor; services to include: up to 20 meetings with acquisition agents, property owners and County staff. Provide meeting agendas and minutes, as needed. Provide preliminary plan revisions and final plan revisions to accommodate changes required by the negotiation of land acquisition. The plan revisions are anticipated to include driveway modifications, sign relocations and improvements negotiated during the sale. Improved landscaping, irrigation and electrical service (to signs, lights, irrigation, etc.) is not included within this task.

1. Ten (10) plan sheet revisions to accommodate modifications; to be incorporated into final construction Plan set.

**Task 30.0 – Construction Phase Services**

Provide general construction observation of site construction for a single construction phase. Attend a preconstruction meeting, review and approve shop drawings, provide input to contractor's requests for information (RFI, review test reports, attend construction progress meeting as needed, review survey asbuilts and prepare record drawings, attend substantial completion walk-through, final completion, conduct final observation of construction/ testing coordination, prepare permit certifications and any asbuilt deviations needed, as required by Sarasota County Capital Projects. Scope and fee are based on a single construction phase for certification. It is assumed that construction will be completed over the course of eighteen (18) months.



**Exhibit B2 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

**Tasks 30.0 Deliverables:**

1. Meeting Minutes (PDF)
2. Permit Certifications signed and sealed (PDF)

**SUMMARY OF DELIVERABLES**

**30% DELIVERABLES**

Geometric Design Criteria - Updated  
Geometric Planview of each Intersection (3 total)  
Topographic Survey (signed/ sealed)  
Geotechnical Report (signed / sealed)  
Subsurface Utility Map (signed / sealed)  
Application for FPL Transmission Power Relocation Plan

**60% DELIVERABLES**

Permit Plan Set  
Right of Way Needs Schematic  
Permit Modification Submittal  
Wetland Evaluation Report  
Revised Existing Condition Stormwater Model  
Proposed Condition Stormwater Model  
Opinion of Probable Cost

**90% DELIVERABLES**

Bid Plan Set  
Structural Design of Signal Modifications  
Lighting / Landscape Plan Modifications  
Traffic Control Plan Modifications  
Sketch and Descriptions for Acquisition (62 total)  
Modifications to Project Bid Documents  
Specifications and Technical Provisions  
Draft Specification Package, Table of Contents,  
Supplemental Specification, TSP, Permits, UWS,  
Opinion of Probable Cost  
Permits – approved or status.  
Complete Utility Work Schedule (UWS) plans  
Completed FPL Transmission Power Relocation Plan Application  
County Public Works Stormwater Model – approved or status

**100% DELIVERABLES**

Construction Plan Set  
Opinion of Probable Cost  
Acquisition Support - Plan Modifications (10 modifications)



**Exhibit B2 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

Complete Contract Docs and Specification Package with Table of Contents, GP's, Supplemental Specification, TPS, Permits, UWS Qualification and cost letter (based on experience and FDOT Work Class)  
Construction Duration Estimate (FDOT standard - Critical Path Method)  
Permits – approved.  
Complete Utility Work Schedule (UWS) plans  
Complete FPL Transmission Power Relocation Plan  
County Public Works Stormwater Model Approval

BID PHASE

Pre-Bid Meeting (scheduling, agenda, minutes)  
Contractor Recommendation letter with Bid Summary Evaluation  
Revised Plans (if required)

**SCOPE ASSUMPTIONS AND EXCLUSIONS**

The following items are not included in this Scope of Services

- Permit application fees. Paid under the Interlocal Agreement.
- HAWK signalization at the roundabout.
- Additional traffic analysis – traffic analysis prepared for the Fruitville Road Widening project will be utilized.
- No structural design is anticipated for design of roundabout; structural design of signal pole(s) is included.
- Private Utility Design and Permitting (Power, Telephone, Cable TV, Internet, Gas, etc.).
- Construction Stake-Out (To be provided by the general contractor for the road construction.).
- Hardscape or Specialty Paving Design Services.
- Renderings.
- As-built Surveying.





**Revised Exhibit B131 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated September 29, 2005**

**ATTACHMENT C – WA-2 Modification**

- C.1 All environmental and wetland locations are surveyed, and all agencies have approved the wetland boundaries and the associated wetland water levels (normal pool and seasonal high). Stantec will coordinate the construction plans and permits with the existing environmental permitting for the adjacent projects and existing permits for the surrounding drainage system.
- C.2 Traffic analysis (if required).
- C.3 Irrigation line sizes/ landscaping standards.



Revised Exhibit B131 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated September 29, 2005

**ATTACHMENT D – WA-2 Modification**

**Intersection Improvements at Fruitville Road and Founders Club Drive, Fruitville Road and Laceleaf Boulevard and Fruitville Road and Sarasota Center Boulevard – Design, Permitting and Surveying Services**

**SCHEDULE**

<b>Task</b>	<b>Description</b>	<b>Months</b>
15-18	Surveying Services	4
19-26	Roadway Design/ Permit Processing	6
27-28	Landscape/ Lighting	1
29	Property Acquisition Support	6

**Note:** Start date schedules are to be determined by the Client.



Revised Exhibit B131 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated September 29, 2005

**ATTACHMENT E – WA-2 Modification**

**Intersection Improvements at Fruitville Road and Founders Club Drive, Fruitville Road and Laceleaf Boulevard and Fruitville Road and Sarasota Center Boulevard – Design, Permitting and Surveying Services**

**ADDITIONAL FEE PROPOSAL**

<b>Milestone</b>	<b>Fee Type</b>	<b>Fee Amount</b>
Design and Preparation of 30% Conceptual Plans	Fixed	\$ 151,000
Design and Preparation of 60% Permit Package(s)/Plans	Fixed	\$ 143,500
Design and Preparation of 90% Bid Documents/Plans	Fixed	\$ 150,500
Design and Preparation of 100% Construction Documents/Plans	Fixed	\$ 46,500
Bid Phase Services	Fixed	\$ 24,000
<b>TOTAL CONTRACT AMOUNT</b>		<b>\$ 515,500</b>



## **SCHEDULE OF FEES**

Effective January 1, 2022

<b><u>Staff Level</u></b>	<b><u>Rate</u></b>
Level 3	\$ 105.00
Level 4	\$ 116.00
Level 5	\$ 132.00
Level 6	\$ 136.00
Level 7	\$ 144.00
Level 8	\$ 154.00
Level 9	\$ 159.00
Level 10	\$ 164.00
Level 11	\$ 179.00
Level 12	\$ 188.00
Level 13	\$ 198.00
Level 14	\$ 208.00
Level 15	\$ 220.00
Level 16	\$ 243.00
Level 17	\$ 251.00
Level 18	\$ 256.00
Level 19	\$ 266.00
Level 20	\$ 276.00
Level 21	\$ 293.00
1 Person Field Crew	\$ 100.00
2 Person Field Crew	\$ 145.00
3 Person Field Crew	\$ 165.00
4 Person Field Crew	\$ 185.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

# **Windward at Lakewood Ranch Community Development District**

Ratification of the Hoover Pumping Systems Proposal



# Proposal

Proposal# SPN97805  
Proposal Date: 3/9/2022  
Valid Until: 4/8/2022

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

Customer # 8975  
Windward at Lakewood Ranch  
c/o Castle Group  
6311 Atrium Dr. Suite #209  
Lakewood Ranch, FL 34202  
Tel: 800-337-5850 Fax:

Job Site: 8875  
Windward at Lakewood Ranch Ph1  
Fruitville Rd and Lorraine Rd  
Sarasota, FL 34240  
Tel: Contact:<NA>  
Model# HC3F-50J15PDV-460/3-FHMSR3L-Z

### Nature of Service:

#### S/O- Filter Disc Cleanings

Hoover recommends cleaning the filter discs with a chemical solution which will improve field performance and reduce the frequency of filter assembly flushes. A clogged filter can lead to poor pressure and flow to the field resulting in inadequate irrigation coverage to landscape.

Hoover proposes the following:

- Thoroughly clean and inspect the filter discs and spines.
- Test and calibrate operational settings.

**Sub Total: \$2,704.11**

---

**Grand Total: \$2,704.11**

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

Accepted By:  
Hoover Pumping Systems, Corp.

Nakaye Allen

Accepted By:  
Windward at Lakewood Ranch

Signature/ Printed Name/ Date

Pete Williams 3/14/22

# **Windward at Lakewood Ranch Community Development District**

Review and Consideration of the Stantec Special  
Authorization No.7, Utility Design for the Fruitville Road  
Expansion from Debrecen Road to Lorraine Road



**Stantec Consulting Services Inc.**  
6920 Professional Parkway  
Sarasota FL 34240-8414  
Tel: (941) 907-6900

March 22, 2022

Via: E-Mail ([carvalhov@pfm.com](mailto:carvalhov@pfm.com))

Windward at Lakewood Ranch Community Development District  
c/o PFM Group Consulting LLC  
3501 Quadrangle Blvd., Suite 270  
Orlando, FL 32817

Attn: **Ms. Vivian Carvalho**  
**District Manager**

Reference: **Specific Authorization No. 7**  
**Professional Services Proposal for The Windward at Lakewood Ranch Community**  
**Development District – Utility Design for Fruitville Road Expansion from Debrecen Road**  
**to Lorraine Road**

Dear Ms. Carvalho:

As requested, Stantec is providing the following Specific Authorization proposal for preparation of Utility improvements along Fruitville Road for The Windward at Lakewood Ranch Community Development District.

Should you have any questions regarding this matter, please contact Mike Kennedy at (941) 323-9774.

Sincerely,

**Stantec Consulting Services, Inc.**

Michael A. Kennedy, PE  
District Engineer  
Tel: (941) 907-6900  
E-Mail: [mike.kennedy@stantec.com](mailto:mike.kennedy@stantec.com)

**Wilhoit, Kris**

Digitally signed by Wilhoit,  
Kris  
Date: 2022.03.22 11:32:28  
-04'00'

Kristopher A. Wilhoit, PE  
Assistant District Engineer  
Tel: (941) 907-6900  
E-Mail: [kris.wilhoit@stantec.com](mailto:kris.wilhoit@stantec.com)

Enclosures





**SA No. 7 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

## **Specific Authorization No. – 7**

### **Utility Design for Fruitville Road Expansion from Debrecen Road to Lorraine Road**

Further Description of Basic Engineering Services and Related Matters:

1. Description of Work

Work includes design of utility improvements design the potable water, sanitary sewer force main, and reclaimed water mains described below and incorporate the design and plans into the design and construction plans for the Fruitville Road Expansion Project from Debrecen Rd to Lorraine Rd being prepared under County Contract No. 2020-495. The desired County utility improvements will be incorporated in the Fruitville Road Expansion project plans for construction approval through Sarasota County and Florida Department of Environmental Protection (FDEP).

- See Attachment A

2. Definition of Work Products

- Construction Plans

3. Schedule

- See Attachment B

4. Fee Proposal

- See Attachment C

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Mr. Pete Williams, Chairman  
Windward at Lakewood Ranch Community Development District  
c/o PFM Group Consulting LLC  
3501 Quadrangle Blvd., Suite 270  
Orlando, FL 32817



**SA No. 7 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

## **ATTACHMENT A – SA-7**

### **Utility Design for Fruitville Road Expansion from Debrecen Road to Lorraine Road**

#### **SCOPE OF SERVICES**

##### **Task 210 - Project Management and Coordination**

Stantec will manage project staff and coordinate with the County for the project in accordance with the County's standard of practice. We will also provide administrative services of support to project staff.

Stantec will participate in various format project meetings with the County throughout the duration of the project. Virtual TEAMS meetings are considered an acceptable meeting platform. The following meetings are anticipated and budgeted:

- 60-percent design review meeting
- 90-percent design review meeting
- 100-percent design review meeting
- One Sarasota County Utility Plan Approval meeting
- Two (2) progress/ design meetings

County design review comments from the 60% and 90% design submittals are to be discussed during the design review meetings.

Stantec will record notes of formal meetings and telephone conversations that are associated with the project. Meeting notes will document discussions during the meeting and any resulting action item(s). Meeting notes will be transmitted to the County via- e-mail.

Coordination for monthly invoicing, inclusive of a monthly project summary is provided under this Task.

##### **Task 220 - Design and Permitting**

The utility design engineering drawings and technical specifications are to be included in the bid documents prepared and assembled by others as part of the Fruitville Road Widening Improvement project.

It is anticipated that the following sheets will be part of the Final Construction Plan set:

<b>Sheet Description</b>	<b>Estimated Number of Sheets</b>
Cover Sheet	1
Project Legend	1
Summary of Pay Items	1
General Notes	1
Project Layout	1
Plan & Profile	22
Utility Sections	2
Utility Details	3



**SA No. 7 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

**Task 220.1 - 60-Percent Design**

Using the 30-percent Utility Plan review comments received February 2, 2021, Stantec will prepare 60-percent level utility plans identifying the potable water, sanitary sewer force main, and reclaimed water mains (mains) horizontal and vertical alignment. The 60-percent plan submittal will include: proposed alignment of the mains described above including pipe material and diameter, locations of proposed connections to existing mains and facilities, known existing utilities, and proposed roadway and stormwater facilities. Locations will be determined for isolation valves and air release valves (ARV locations and numbers may change considerably once the profile alignment is further developed).

Submit copies of the 60-percent plans to private utility companies for coordination of conflict avoidance or specific design details.

Prepare a preliminary engineer's opinion of probable cost (EOPC).

Schedule, coordinate, and attend a 60-percent milestone design review meeting with County.

Two weeks prior to the 60-percent milestone design review meeting, Stantec will deliver the following items as part of the milestone submittal:

- Two (2) hard copies of the 60-percent milestone plan set (11" x 17" drawings);
- Two (2) hard copies of the preliminary EOPC; and
- One (1) CD with electronic files of all deliverables.

**Task 220.2 - 90-Percent Design**

Review and prepare responses to County review comments received during the 60-percent milestone review.

Incorporate County comments from the 60-percent milestone review, as deemed appropriate by Stantec.

Update plan and profile of proposed mains.

Update the EOPC. Updated EOPC will identify the size and type of piping, air release valves, and valve types and general materials of construction (e.g., D.I.P. pipe, gate valves, and air release valves).

Prepare draft Measurement and Payment descriptions based on EOPC.

Schedule, coordinate, and attend a 90-percent milestone review meeting with County and prepare minutes to summarize review comments, document design decisions and action items.

Two weeks prior to the 90-percent milestone review meeting, Stantec will deliver the following items as part of the milestone submittal:

- Two (2) copies of the cover letter summarizing the status of the 90-percent milestone submittal;
- Two (2) bound hard copies of the 90-percent milestone plan set (11" x 17" drawings);
- Two (2) hard copies of the technical specifications;
- Two (2) hard copies of the Measurement and Payment section;
- Two (2) hard copies of EOPC; and



**SA No. 7 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

- One (1) CD with electronic files of all deliverables.

**Task 220.3 - 100-Percent Design**

Review and prepare responses to County review comments received during the 90-percent milestone review.

Incorporate County comments received from the 90-percent milestone review, as deemed appropriate by Stantec.

Incorporate permitting agencies review comments based on responses to RAI's. Update plan and develop profile of proposed mains.

Prepare final technical specifications to incorporate into contract documents. Update the EOPC.

Prepare final Measurement and Payment descriptions based on EOPC.

Schedule, coordinate, and attend a 100-percent milestone review meeting with County and prepare minutes to summarize review comments, document design decisions and action items.

Two weeks prior to the 100-percent milestone design review meeting, Stantec will deliver the following items as part of the milestone submittal:

- Two (2) copies of the cover letter summarizing the status of the 100-percent milestone submittal;
- Two (2) bound hard copies of the 100-percent milestone plan set (11" x 17" drawings);
- Two (2) hard copies of the technical specifications;
- Two (2) hard copies of the Measurement and Payment section;
- Two (2) hard copies of EOPC; and
- One (1) CD with electronic files of all deliverables.

**Task 220.4 Permitting**

Using the 90-percent level milestone plans, prepare and submit for Sarasota County Utility Plan Approval.

Prepare and submit FDEP Potable Water and Wastewater Construction Permit applications to County for final execution and subsequent submittal to reviewing agencies.

Review and prepare responses to one (1) Requests for Additional Information (RAI) from permitting agencies and incorporate appropriate comments into the design documents.

**Task 220.5 - Solicitation Documents**

Following the receipt of all Permitting comments Stantec will prepare the solicitation plans and specifications. Plans, scope of work section of specifications, and bid form will be updated based on County direction on DRY force main sizing.

Review and prepare responses to County review comments received during the 100-percent milestone review.

Incorporate County comments received from the 100-percent milestone review, as deemed appropriate by Stantec.



**SA No. 7 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

Stantec will deliver the following solicitation documents, signed & sealed by the EOR:

- One (1) unbound hard copy each (22" x 34" and 11" x 17" signed/ sealed drawings);
- Two (2) bound hard copies (22" x 34" signed/ sealed drawings);
- One (1) unbound hard copy of technical specifications signed/ sealed;
- One (1) hard copy of EOPC;
- One (1) AutoCAD file of the topographic survey base map and construction plans; and
- One (1) CD with electronic files of all deliverables.

**Task 230 - Utility Coordination and Design Allowance**

This is a coordination and design allowance added for additional coordination and design work not expressly included in this scope of services. Examples of work that may be included in this task are: pipeline additions by the County or changes by the County; additional permitting requirements currently excluded; coordination and/or design changes as a result of Phase II of CIP #88064, Lorraine Road Reclaimed Extension project; coordination and/or design changes as a result of the Peace River Phase 3C pipe line project.

No work will be completed under this task without written advance approval by the County. Payment for work under this task will be performed on a time and materials basis. Any work completed under this task may impact the project schedule.

**GENERAL REQUIREMENTS**

All design documents and reports will be signed and sealed by a Professional Engineer registered in the State of Florida.

Stantec will assign a Project Manager, together with such other personnel as necessary to assure faithful execution and timely delivery of services pursuant to the requirements of this agreement.

**ASSUMPTIONS/ EXCLUSIONS**

The following assumptions/ exclusions were made during preparation of the Scope of Work and Fee Proposal and shall be incorporated into the Agreement:

- The limits of the utility improvement design will not extend beyond the limits of the Fruitville Road Widening Improvements.
- Existing utilities that may end up under the proposed roadway and that are not in conflict with proposed underground improvements will not be relocated.
- All pipeline design will be for open cut installation, with the exception of the five trenchless installations currently included in the scope of services.
- The roadway widening plan and profile sheets will be used to develop the utility plan and profile sheets.
- All utility improvements are to be within the County rights-of-way.
- Title research and Ownership & Encumbrance (O&E) reports are not included in the scope of services.
- Sketch & Description for access and utility easements are not included in the scope of services.



**SA No. 7 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

- All drawings will be prepared using AutoCAD Civil3D.
- Plans/ drawings will be prepared in conformance with current County Public Works Department Drawing Standards. Standard Details will be reviewed and modified/ supplemented as deemed necessary by Stantec.
- Standard engineering practice for designing potable water, sanitary sewer force main, and reclaimed water main systems will be used. The drawing set will include a cover sheet, general note sheet with key sheet index, detail sheet(s), and plan and profile sheets for the pressure mains.
- Plan and Profile sheets will be prepared at a legible scale (1" = 20' or 1" = 40').
- All the sheets will be sized 22 inches by 34 inches.
- Utility Specifications will be prepared as Technical Special Provisions in the FDOT specification format.
- The Technical Special Provisions will be incorporated into the roadway Bidding and Contract Documents being prepared by Stantec.
- Public involvement services are not required to be provided by the Stantec.
- A single FDEP Potable Water Construction Permit will cover existing potable water main adjustments and the new 20-inch (DRY) potable water main.
- A single FDEP Wastewater Construction Permit will cover existing force main adjustments, the two new (DRY) force mains not yet sized, and the new 6-inch (DRY) force main.
- Permit review fees shall be paid by the County.
- The design of the two new (DRY) force mains assumes mains are 12-inch in diameter or smaller.
- The utility improvements will be covered under the FDEP ERP being applied for by others.
- No dewatering permitting or SWPPP included in this scope of services.
- Hydraulic Modeling of the proposed pipelines and/or County potable water, sanitary sewer force main, and reclaimed water distribution system is not required.
- No Survey, Geotechnical Investigations, and Subsurface Utilities are included.
- No Maintenance of Traffic Plans included in this scope of services.
- No Bid Phase Services included.
- No Construction Phase or Engineer of Records Services during Construction included.



**SA No. 7 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

## **ATTACHMENT B – SA-4**

### **SCHEDULE**

<b>Task</b>	<b>Service</b>	<b>Start</b>	<b>Finish</b>
210	Project Management & Coordination	04/01/2022	09/30/2022
220	Design & Permitting	04/01/2022	09/30/2022
220.1	60-Percent Design	04/01/2022	05/16/2022
220.2	90-Percent Design	05/17/2022	06/30/2022
220.3	100-Percent Design	07/01/2022	8/15/2022
220.4	Permitting	04/01/2022	09/30/2022
230	Utility Coordination & Design Allowance	04/01/2022	09/30/2022

**NOTE:** Start dates schedule to be determined by the Client.



SA No. 7 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020

## ATTACHMENT C – SA-7

### Utility Design for Fruitville Road Expansion from Debrecen Road to Lorraine Road

#### FEES

Task	Service	Fee Type	Fee Amount
210	Project Management & Coordination	Fixed	\$ 10,969
220	Design & Permitting		
220.1	60-Percent Design	Fixed	\$ 30,708
220.2	90-Percent Design	Fixed	\$ 33,124
220.3	100-Percent Design	Fixed	\$ 17,712
220.4	Permitting	Fixed	\$ 9,348
220.5	Solicitation Documents	Fixed	\$ 7,118
230	Utility Coordination & Design Allowance	T/M*	\$ 10,000
<b>Total Not to Exceed Amount</b>			<b>\$ 118,979</b>

\* Time and Material (T/M) estimates are based upon past experience but the actual fee may be more or less due to factors outside of Stantec's control.

Fees are not to be exceeded without prior consent from the Client.





## SCHEDULE OF FEES

Effective January 1, 2022

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$ 105.00
Level 4	\$ 116.00
Level 5	\$ 132.00
Level 6	\$ 136.00
Level 7	\$ 144.00
Level 8	\$ 154.00
Level 9	\$ 159.00
Level 10	\$ 164.00
Level 11	\$ 179.00
Level 12	\$ 188.00
Level 13	\$ 198.00
Level 14	\$ 208.00
Level 15	\$ 220.00
Level 16	\$ 243.00
Level 17	\$ 251.00
Level 18	\$ 256.00
Level 19	\$ 266.00
Level 20	\$ 276.00
Level 21	\$ 293.00
1 Person Field Crew	\$ 100.00
2 Person Field Crew	\$ 145.00
3 Person Field Crew	\$ 165.00
4 Person Field Crew	\$ 185.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

# **Windward at Lakewood Ranch Community Development District**

Ratification of the Termination Letter to Solitude Lake  
Management

# Windward at Lakewood Ranch Community Development District

3501 Quadrangle Blvd, Suite 270 Orlando, FL 32817

407-723-5900- FAX 407-723-5901

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

---

March 31, 2022

Via E-Mail and Certified Return Receipt

Solitude Lake Management  
2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453  
Attention: Liz Rocque

Re: Windward at Lakewood Ranch Community Development District – Notice of Termination Agreement for Lake Services

Dear Ms. Rocque:

Pursuant to Section 4 of that certain *Agreement between Windward at Lakewood Ranch Community Development District and Solitude Lake Management*, dated February 9, 2022, by and between the Windward at Lakewood Ranch Community Development District (the "District") and your firm, formerly known as Solitude Lake Management (the "Agreement"), the District has the right to terminate the Agreement with or without cause upon thirty (30) days written notification. A copy of the Agreement is enclosed for your convenience. Please accept this notice of termination of the Agreement effective April 30, 2022.

The District appreciates the services that your company has provided and wishes you continued success.

Sincerely,

Vivian Carvalho  
District Manager

Enclosure

cc: Ed Vogler, District Counsel  
Pete Williams, Chairperson, Board of Supervisors  
Megan Reins, Association Manager

## **SERVICES CONTRACT**

CUSTOMER NAME: Windward at Lakewood Ranch CDD  
SUBMITTED TO: Megan Heins  
CONTRACT EFFECTIVE DATE: March 1, 2022, through February 28, 2023  
SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator  
SERVICES: Lake maintenance services for fifteen (15) lakes (sites 1-8, 11-16 & 27) (24.94 total surface acres)

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

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto: **This Agreement supersedes the previous Agreement(s) executed.**
2. **PAYMENT TERMS.** The Annual Contract Price is **\$17,736.00**. SOLitude shall invoice Customer **\$1,478.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. **TERMINATION.** If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below

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



("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

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

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

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

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

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

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

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

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

13. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

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



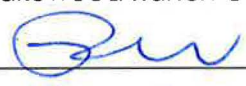
Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

14. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

15. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Windward at Lakewood Ranch CDD  
Signature:   
Printed Name: Pete Williams  
Title: Chair  
Date: 2/9/22

**Please Remit All Payments to:**

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

**Please Mail All Contracts to:**

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

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



## **SCHEDULE A - ANNUAL LAKE MANAGEMENT SERVICES**

### **Aquatic Weed Control:**

1. Lake(s) will be inspected on a **two (2) times per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

### **Shoreline Weed Control:**

1. Shoreline areas will be inspected on a **two (2) times per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

### **Lake Algae Control:**

1. Lake(s) will be inspected on a **two (2) times per month** basis.
2. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

### **Lake Dye:**

1. **Lake Dye** will be applied to the lake(s) on an **as needed** basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

### **Trash Removal:**

1. Trash and light debris will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

### **Service Reporting:**

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

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



Permitting (when applicable):

1. SOLitude staff will NOT be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

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

General Qualifications:

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

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



## **SERVICES CONTRACT**

CUSTOMER NAME: Windward at Lakewood Ranch CDD  
SUBMITTED TO: Megan Heins  
CONTRACT EFFECTIVE DATE: April 1, 2022, through March 31, 2023  
SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator  
SERVICES: Littoral Reporting: Ponds 1-8 and 11-16

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

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The Annual Contract Price is **\$1,456.00**. SOLitude shall invoice Customer **\$728.00 per semiannual (April and September)** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each semiannual contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. **TERMINATION.** If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below

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



("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

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

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

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

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

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

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

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

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

13. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

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



Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

14. **NONPERFORMANCE.** In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

15. **E-Verify.** Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**Please Remit All Payments to:**

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

**Please Mail All Contracts to:**

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

Windward at Lakewood Ranch CDD

Signature: 

Printed Name: Pete Williams

Title: ELM

Date: 2/9/22

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



## **SCHEDULE A - REPORTING SERVICES**

### Littoral Reporting Services:

1. Littoral reporting in the littoral areas of **sites 1 through 8 and 11 through 16** on a **one (1) time per year semi-annual basis** during months of **April and September**.
2. Company will submit original Report to the proper Agency (Sarasota County) and Customer will receive a copy of the Report. Reporting will be performed by a qualified biologist.
3. Semi-Annual Monitoring will be requested by the County following the first (Time-Zero) report following planting. This contract does not include the one-time Time Zero Report.
4. The County will determine if success criteria is met or if further monitoring is required. Company will inform the Customer of the County's requirements and requests in a timely manner.
5. Should any additional issues be identified during work activity, Company will notify the Customer immediately to discuss modified scope, related additional costs, and confirm the project path forward.

### General Qualifications:

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

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

# **Windward at Lakewood Ranch Community Development District**

Review and Discussion of Wrathell, Hunt & Associates,  
LLC Proposal for District Management Services



*Wrathell, Hunt and Associates, LLC*

**AGREEMENT FOR MANAGEMENT SERVICES**  
**between**  
**WINWARD AT LAKEWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT**  
**and**  
**WRATHELL, HUNT & ASSOCIATES, LLC**

THIS AGREEMENT FOR MANAGEMENT SERVICES (this "Agreement"), is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **Winward at Lakewood Ranch Community Development District**, hereinafter referred to as "DISTRICT", and the firm of **Wrathell, Hunt & Associates, LLC**, a Florida limited liability company, hereinafter referred to as "MANAGER".

WITNESSETH:

WHEREAS, the DISTRICT desires to retain the MANAGER to provide non-exclusive management, recording, assessment methodology and accounting advisory services for the DISTRICT, as required to meet the needs of the DISTRICT during the contract period; and

WHEREAS, the MANAGER desires to provide such services to the DISTRICT as more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The DISTRICT hereby engages the MANAGER to provide the services more particularly described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Services").
2. The DISTRICT agrees to compensate the MANAGER by payment of the fees (collectively, the "Fees") set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Fee Schedule"). The Fees, except as otherwise provided on the Fee Schedule, shall be payable in equal monthly installments on the first day of each month. The DISTRICT will consider price adjustments at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and each succeeding twelve (12)-month period thereafter to compensate for market conditions and the anticipated type and scope of the Services to be performed during the next twelve (12)-month period. Accordingly, the Fees and the Fee Schedule shall be deemed increased at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and thereafter annually at the end of each succeeding fiscal year to the extent approved in the annual budget adopted by the Board of Supervisors of the DISTRICT (the "Board"). In no event shall the Fees be increased



*Wrathell, Hunt and Associates, LLC*

to an amount which exceeds the amount of funds approved for the Services in the applicable budget adopted by the Board.

3. This Agreement shall become effective on the date set forth above and the term of this Agreement shall commence on such date and continue until this Agreement is terminated pursuant to the terms of this Section 3. This Agreement may be terminated as follows:
  - a) by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance by the MANAGER, or failure of the MANAGER to perform the Services as required under this Agreement, if such misfeasance, malfeasance, nonfeasance or failure to perform the Services as required under this Agreement has not been cured within ten (10) business days after the DISTRICT has provided notice of same to the MANAGER (the "Cure Period"), upon providing ten (10) business days prior written notice to the MANAGER (which period shall not begin to run until the expiration of the Cure Period);
  - b) upon the dissolution or court-declared invalidity of the DISTRICT; or
  - c) by either party, for any reason, by providing sixty (60) days prior written notice to the other party.

Upon the termination of this Agreement, the MANAGER agrees to take all reasonable and necessary actions to transfer to the DISTRICT, or to such other party as directed by the DISTRICT, all the books and records of the DISTRICT in the MANAGER'S possession in an orderly fashion. The portion of the Fees and any other amounts due and owing to the MANAGER under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement. The DISTRICT'S obligation to make payment to the MANAGER of the portion of the Fees and any other amounts due and owing to MANAGER under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

4. The MANAGER shall devote such time as is reasonably necessary to perform the Services.
5. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any such interest shall be employed by the MANAGER to perform the Services or any portion thereof.
6. The MANAGER shall promptly notify the DISTRICT in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of the Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, identify the nature of work that the MANAGER may undertake, if applicable, and request an opinion of the DISTRICT as to whether the



*Wrathell, Hunt and Associates, LLC*

association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion within thirty (30) days of receipt of any notification by the MANAGER pursuant to this Section 6. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion, and in such event (i) the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided to the DISTRICT by the MANAGER under the terms of this Agreement, and (ii) the Manager shall be free to pursue such prospective business association, interest or circumstance. The MANAGER shall be free to perform services similar to the type of services offered to the DISTRICT as part of the Services hereunder, and any other services, for any other special purpose taxing district, developer, landowner or otherwise. Nothing in this Agreement shall be deemed to prevent the MANAGER from performing such services, or any other services, for any other special taxing district, developer, landowner or otherwise and the providing of such services shall not constitute a conflict of interest under this Agreement.

7. The MANAGER agrees that all Services shall be performed by skilled and competent personnel.
8. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER in connection with the Services.
9. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in the county where the DISTRICT is located. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, shall not be construed as a waiver or relinquishment of the right to insist on the strict observance or performance of any or all of the other provisions of this Agreement. The failure of either party to exercise any right of remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right of remedy with respect to subsequent defaults. The provisions of this Section 9 shall survive the termination of this Agreement.
10. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the non-prevailing party





*Wrathell, Hunt and Associates, LLC*

reasonable attorney's fees and all costs and expenses expended or incurred by the prevailing party in connection therewith, including without limitation at all trial levels and appellate levels and in post-judgment proceedings. The provisions of this Section 10 shall survive the termination of this Agreement.

11. All notices required in this Agreement shall be sent by either certified mail, return receipt requested with postage prepaid, hand-delivered, or sent by overnight express carrier with next business day delivery guaranteed, addressed to the following addresses, or such other address as either party shall specify hereinafter in written notice to the other party:

If to the Manager: Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

If to the DISTRICT: Winward at Lakewood Ranch Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

with a copy to: Counsel to the DISTRICT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any such notice sent as referenced above shall be deemed received on the third (3<sup>rd</sup>) business day following the day sent, if sent by certified mail with postage prepaid, when delivered if hand-delivered, or on the next business day following the day sent, if sent by overnight express courier with next business day delivery guaranteed.

12. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties, with respect thereto. This Agreement, or any provision contained herein, may not be amended unless such amendment is set forth in a writing signed by the parties hereto.
13. Neither party to this Agreement will be liable to the other for any failure or delay in performing any of its obligations under or pursuant to this Agreement, other than the payment of money, if such failure or delay is due to any (i) strike(s), lockout(s), or labor dispute(s), (ii) inability to obtain labor or materials, or reasonable substitutes therefor, or (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, wars, national emergencies, natural disasters, fire, or other casualty, utility failures or other cause (including, with respect to the MANAGER, the failure of the DISTRICT to have adequate funds required for performance of the Services) beyond the reasonable control of such applicable party, and such applicable party will be



*Wrathell, Hunt and Associates, LLC*

entitled to a reasonable extension of the time for performing such obligations as a result of such cause. The terms of this Section 13 shall survive the termination of this Agreement.

14. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
15. The MANAGER shall not be liable for any acts or omissions of any previous manager(s) of the DISTRICT. Additionally, neither the MANAGER nor any its members, managers, managing members, officers, employees, agents or representatives (collectively, the "Manager Affiliates") shall be liable, responsible, or accountable in damages or otherwise to the DISTRICT for any acts performed by the MANAGER or the Manager Affiliates in good faith and within the scope of this Agreement. The MANAGER or any of the Manager Affiliates cannot provide financial or real estate feasibility forecasting related to the DISTRICT'S ability to repay its indebtedness such as bonds, bond anticipation notes, notes or any other forms of indebtedness. The success of the real estate venture(s) located within the DISTRICT is in no way guaranteed by MANAGER nor any of the Manager Affiliates. Neither the MANAGER nor any of the Manager Affiliates shall be liable to the DISTRICT or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the DISTRICT or otherwise titled in the name of the DISTRICT (collectively, the "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the DISTRICT which is delivered to the MANAGER and deposited into any of the District Bank Accounts. The terms of this Section 15 shall survive the termination of this Agreement.
16. Nothing contained in this Agreement, nor any acts of the parties, shall be deemed or construed to create a partnership or joint venture between the MANAGER and the DISTRICT or to cause the MANAGER to be responsible in any way for the debts or obligations of the DISTRICT. The terms of this Section 16 shall survive the termination of this Agreement.
17. This Agreement may be executed in counterparts, both of which, together, shall constitute one and the same agreement.
18. **THE MANAGER AND THE DISTRICT EACH HEREBY KNOWINGLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO DEMAND A JURY TRIAL IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT. THE TERMS OF THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**



*Wrathell, Hunt and Associates, LLC*

19. Wrathell, Hunt and Associates, LLC, does not represent the District as a Municipal Advisor or Securities Broker; nor is Wrathell, Hunt and Associates, LLC, registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC, does not provide the District with financial advisory services or offer investment advice in any form.

[SIGNATURES APPEAR ON FOLLOWING PAGES]



**Wrathell, Hunt and Associates, LLC**

IN WITNESS WHEREOF, the Board of Supervisors of the **Winward at Lakewood Ranch Community Development District** has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals effective as of the date and year first above written.

Signed in the presence of

**BOARD OF SUPERVISORS:**

**WINWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

Witnesses:

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

By: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Chair/Vice Chair

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

**MANAGER:**

**WRATHELL, HUNT & ASSOCIATES, LLC**

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

By: \_\_\_\_\_  
Craig A. Wrathell, Managing Member

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



---

**EXHIBIT A - SERVICES**

---

***Wrathell, Hunt & Associates, LLC***, will perform all required Management functions of the **Winward at Lakewood Ranch Community Development District** (the “District”), which will include but not be limited to the following:

- Attend all meetings of the Board of Supervisors of the District (the “Board”) and provide the Board with meaningful dialogue of the issues before the Board for action
- Identify significant policies, including analysis of policy implementation with administrative and impact statement and effect on the District
- Develop and train members of the Board in the requirements of Florida Laws with including with respect to, but not limited to, public officers and employees, and the conduct of District business
- Prepare District's Budget as more fully outlined below
- Implement Budget directives
- Prepare specifications for and coordinate for the following services:
  - Insurance, including General Liability along with Directors and Officers Liability
  - Independent Auditor Services
  - Such other services as may be identified from time to time
- Provide all required annual disclosure information to the local government in the county in which the District is located:
  - Public Facilities Report
  - Designation of Registered Office and Registered Agent
  - Public Meeting Schedule
  - Audited Financial Statements (assist with the preparation of same)
- Ensure compliance with the following Florida Statutes:
  - Annual Financial Audit



*Wrathell, Hunt and Associates, LLC*

- Annual Financial Report
- Public Depositor Report
- Proposed Budget
- District Map and Amendments
- Public Facilities Report
- Registered Agent and Registered Office
- Public Meeting Schedule Notice Requirements

(The reporting requirements of Community Development Districts periodically change and *Wrathell, Hunt & Associates, LLC*, will ensure that we update reporting requirements of the District as the legislature updates the reporting requirements.)

- Record all meetings of the District
- Provide Oath of Office and notary public for all newly elected members of the Board
- Coordinate and provide contract administration for any services provided to the District by outside vendors:
  - Develop service contracts for the delivery of services to the District, with the assistance of the District's Attorney
  - Ensure that contract specifications are met
  - Interface with residents and contractors to ensure that anticipated service levels are being provided
  - Prepare contract amendments and change orders as necessary
  - Ensure proper contractor billing is received
- If required, provide day-to-day management of in-house operations by performing the following:
  - Hire and train a highly qualified staff
  - Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner
  - Prepare and implement operating schedules
  - Prepare and implement operating policies



## *Wrathell, Hunt and Associates, LLC*

- Interface with residents to ensure anticipated levels of service are being met
- Implement internal purchasing policies
- Prepare and bid services and commodities as necessary
- Coordinate with the residents to determine the services and levels of service to be provided as part of the District's budget preparations:
  - Identify new services
  - Identify expanded areas of existing services
  - Identify new levels of service
  - Provide budget recommendations based on findings
- Establish Budget Public Hearing(s) and dates
- Establish Board workshop dates (if required)
- Preparation of Estoppel Letters for Property Transfers and Monitoring Development of the District and Performance of Assessment True Up Analysis

### ***Recording Services***

***Wrathell, Hunt & Associates, LLC***, will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Prepare all Board Agendas and coordinate receipt of sufficient material for Board to make informed policy decisions
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the county in which the District is located
- Record and transcribe all meetings of the Board including regular meetings, special meetings, workshops and public hearing(s). The recording and transcription (edited for grammar) of meetings of the Board provide an essential link to maintaining a highly accurate public record. These minutes are maintained by ***Wrathell, Hunt & Associates, LLC***, in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida law.



## *Wrathell, Hunt and Associates, LLC*

- Maintain all other District public records, including Agreements, Contracts and Resolutions in perpetuity for the District
- Maintain District Seal
- Satisfy public records requests in a timely, professional and efficient manner
- Prepare and coordinate applications for:
  - Federal I.D. Number
  - Tax Exemption Certificate
- Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board
- Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings
- Prepare bid specifications for the purchase of services and commodities pursuant to Florida Statutes

### ***Accounting Services***

***Wrathell, Hunt & Associates, LLC***, will perform all required accounting functions of the District, which will include but not be limited to the following:

- Prepare a Budget that achieves maximum cost-to-benefit equity for approval
- Submit a Preliminary Budget to Board in accordance with Chapter 190, Florida Statutes
- Modify Preliminary Budget for consideration by the Board at the District's advertised public hearing
- Coordinate Budget preparation with District Board, Engineer, Attorney and Collection Agent





*Wrathell, Hunt and Associates, LLC*

- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public
- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)
- Adhere to investment policies and procedures pursuant to Chapter 218, Florida Statutes
- Prepare Annual Financial Report for units of local government and distribute to the State Comptroller
- Prepare Public Depositor's Report and distribute to the State Treasurer
- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies
- Administer purchase order system, periodic payment of invoices
- Coordination of tax collection and miscellaneous receivables
- Prepare all required schedules for year-end audit:
  - Prepare schedule of bank reconciliations
  - Prepare cash and Investment confirmations for distribution to authorized Public Depositories and Trustee of District bond issues
  - Prepare analysis of accounts receivable
  - Prepare schedule of interfund accounts
  - Prepare schedule of payables from the governments
  - Prepare schedule of all prepaid expenses
  - Prepare debt confirmation schedules
  - Prepare schedule of accounts payable
  - Prepare schedule of changes in fund balances
  - Prepare schedule of assessment revenue compared to budget
  - Prepare schedule of interest income and provide reasonableness test



## *Wrathell, Hunt and Associates, LLC*

- Prepare schedule of investments and accrued interest
- Prepare analysis of all other revenue
- Prepare analysis of interest expenses and calculate accrued interest expense at year end
- Prepare schedule of operating transfers
- Prepare schedule of cash receipts and cash disbursements
- Prepare analysis of cost of development and construction in progress
- Prepare analysis of reserves for encumbrances
- Prepare analysis of retainages payable
- Prepare amortization and depreciation schedules
- Prepare general fixed asset and general long-term debt account groups
- Perform general fixed asset accounting
- Account for assets constructed by or donated to the District for maintenance
- Prepare inventories of District property in accordance with the rules of the Auditor General

### ***Special Assessment Methodology Preparation Services***

***Wrathell, Hunt & Associates, LLC***, will perform all required special assessment methodology functions of the District, which will include but not be limited to the following:

- Review the District's capital improvement program
- Determine the types of special and general benefits of proposed investments
- Determine which properties within the boundaries of the Districts receive special benefits and which properties receive general benefits
- Determine a fair and reasonable apportionment of the special and peculiar benefits of the District-financed improvements among the properties deriving such benefits
- Based on the determination and apportionment of special and peculiar benefit, calculate a fair and reasonable apportionment of the responsibility to pay the non-



## *Wrathell, Hunt and Associates, LLC*

ad valorem special assessments resulting from funding of the District's capital improvement plan

- Prepare a Special Assessment Methodology Report for consideration by the Board of the District
- Prepare an assessment roll of all assessable properties within the District
- Present the Special Assessment Methodology Report to the Board at a public meeting and answer any questions pertaining to the Report
- Prepare the Preliminary and Final Assessment Rolls
- Prepare notices advising the property owners of the completion of construction and the amount of the final assessment
- Act as primary contact to answer property owners' questions regarding the capital assessment

### ***Dissemination Agent Services***

***Wrathell, Hunt & Associates, LLC***, will provide Dissemination Agent Services as specified in the District's Continuing Disclosure Agreement for bonds issued. Such services shall include but are not limited to:

- Determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and
- File a notice with the Issuer stating that the Annual Report or Audited Financial Statement has been provided pursuant to Disclosure Agreement(s), stating the date(s) it was provided, and listing all Repositories with which it was filed.
- All documents, reports, notices, statements, information and other materials provided to the MSRB under the District's Disclosure Agreement(s) shall be provided in an EMMA Compliant Format.



---

**Exhibit B - Fee Schedule**

---

*NOTE: The fees proposed are for Fiscal Year 2023, starting 10/1/22; however, Wrathell, Hunt and Associates will honor the budgeted management fees for the remainder of the current fiscal year.*

1. District Management, Recording, Financial Accounting and Assessment Roll Services  

**FEE PROPOSED** **\$48,000 annually**
  
2. Debt Service Fund Accounting/Assessment Collection Services [for Second and Subsequent Issuance of Bonds]  

**FEE PROPOSED** **\$5,500 annually per bond issue**
  
3. Field Operations and Maintenance Supervision and Accounting  

**FEE PROPOSED** **\$10,000 annually**
  
4. Assessment Methodology Consultant Services [Assessment Methodology Report]  

**FEE PROPOSED** **\$25,000 per bond issue**
  
5. Issuance of Bonds, and Placement of Loans and Other District Indebtedness  

**FEE PROPOSED** **Not to exceed \$35,000 per issue**

The following formula shall explain this fee. The fee for the first \$5,000,000 bond issue(s) SHALL BE \$3.00/\$1,000 with a minimum fee of \$10,000. The additional fee for bond issues between \$5,000,000 and \$10,000,000 shall be \$1.00/\$1,000. The fee for bond issues over \$10,000,000 shall be \$.50/\$1,000 of the additional amount. These fees are payable at closing of the bond issue. It is expressly understood that compensation shall be contingent upon completion of financing and if for any reason a financing is not completed, there shall be no compensation owed to **Wrathell, Hunt and Associates, LLC**. For the issuance of Bond Anticipation Notes, the fee is \$10,000 per issuance.
  
6. Dissemination Agent Services  

**FEE PROPOSED** **\$1,000 annually per bond issue**



*Wrathell, Hunt and Associates, LLC*

7. Out of Pocket Expenses: *Wrathell, Hunt and Associates, LLC*, shall be reimbursed for **out-of-pocket expenses** incurred in the performance of the services defined herein (i.e. photocopies, postage, mailings, long distance telephone calls, and printing and binding, etc.). *Wrathell, Hunt and Associates, LLC*, will submit monthly invoices to District for work performed and payment shall become due and payable within fifteen (15) days of receipt.

# **Windward at Lakewood Ranch Community Development District**

Review and Discussion of Existing PFM Contracts for the  
District

**Windward at Lakewood Ranch  
Community Development District**

Ratification of Funding Requests No.104 – No.105

---

**WINDWARD AT LAKEWOOD RANCH**

<b>COMMUNITY DEVELOPMENT DISTRICT</b>			
	<b>Funding Request 104-105</b>		
<b>FR #</b>	<b>Description</b>	<b>Amount</b>	<b>Total</b>
<b>104</b>	<b>Windward at LWR</b>	<b>\$ 805.00</b>	
			<b>\$ 805.00</b>
<b>105</b>	<b>Jon M. Hall Company</b>	<b>\$ 245,938.05</b>	
			<b>\$245,938.05</b>
		<b>Total</b>	<b>\$246,743.05</b>



**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 104

3/4/2022

Item No.	Vendor	Invoice Number	General Fund
1	Windward at LWR Reimbursement to HOA for September Irrigation Payments	34567	\$ 805.00
		<b>TOTAL</b>	<b>\$ 805.00</b>

*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@pfm.com // (407) 723-5925

**RECEIVED**  
By Amanda Lane at 4:30 pm, Mar 08, 2022

**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 105  
3/11/2022

Item No.	Vendor	Invoice Number	Construction Fund
1	Jon M. Hall Company N1 Ph 2 & N2 Ph 1 Pay Application 14 Through 02/28/2022	--	\$ 245,938.05
<b>TOTAL</b>			<b>\$ 245,938.05</b>

*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@pfm.com // (407) 723-5925

**RECEIVED**  
By Amanda Lane at 2:38 pm, Mar 14, 2022

**Windward at Lakewood Ranch  
Community Development District**

Ratification of Payment Authorizations No.020 – No.023

**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

<b>Payment Authorizations Nos. 020-023</b>			
<b>PA #</b>	<b>Description</b>	<b>Amount</b>	<b>Total</b>
<b>020</b>	<b>Eco-Logic Services</b>	\$ 16,225.00	
	<b>FPL</b>	\$ 1,444.73	
	<b>Supervisor Fees - 02/24/2022 Meeting</b>	\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
	<b>Westcoast Landscape &amp; Lawns</b>	\$ 1,650.00	
			<b>\$20,319.73</b>
<b>021</b>	<b>PFM Group Consulting</b>	\$ 3.31	
	<b>Supervisor Fees - 03/09/2022 Meeting</b>	\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
	<b>VGlobalTech</b>	\$ 125.00	
		\$ 135.00	
	<b>Westcoast Landscape &amp; Lawns</b>	\$ 370.50	
		\$ 243.00	
			<b>\$1,676.81</b>
<b>022</b>	<b>Deluxe Corporation</b>	\$ 245.00	
	<b>PFM Group Consulting</b>	\$ 2,500.00	
	<b>Solitude Lake Management</b>	\$ 1,319.27	
		\$ 128.75	
	<b>Stantec Consulting Services</b>	\$ 972.00	
			<b>\$5,165.02</b>
<b>023</b>	<b>FPL</b>	\$ 1,444.73	
			<b>\$1,444.73</b>
	<b>Total</b>		<b>\$28,606.29</b>

**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 020**

3/4/2022

Item No.	Vendor	Invoice Number	General Fund
1	<b>Eco-Logic Services</b> February Maintenance	1754	\$ 16,225.00
2	<b>FPL</b> Street Lights # Windward ; Service 01/21/2022 - 02/21/2022	Acct: 10775-85188	\$ 1,444.73
3	<b>Supervisor Fees - 02/24/2022 Meeting</b>		
	John Leinaweaver	--	\$ 200.00
	Sandy Foster	--	\$ 200.00
	Dale Weidemiller	--	\$ 200.00
	Pete Williams	--	\$ 200.00
	John Blakley	--	\$ 200.00
4	<b>Westcoast Landscape &amp; Lawns</b> March Irrigation Inspection (Monthly)	99326	\$ 1,650.00
<b>TOTAL</b>			<b>\$ 20,319.73</b>

*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 4:30 pm, Mar 08, 2022

# WINDWARD AT LAKEWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 021

3/11/2022

Item No.	Vendor	Invoice Number	General Fund
1	<b>PFM Group Consulting</b> February Reimbursables	OE-EXP-03-020	\$ 3.31
2	<b>Supervisor Fees - 03/09/2022 Meeting</b> John Leinaweaver Sandy Foster Pete Williams John Blakley	-- -- -- --	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00
3	<b>VGlobalTech</b> February Website Maintenance March Website Maintenance	3566 3652	\$ 125.00 \$ 135.00
4	<b>Westcoast Landscape &amp; Lawns</b> February Inspection Repairs February HOA/Commons Inspection Repairs	100227 100228	\$ 370.50 \$ 243.00
<b>TOTAL</b>			<b>\$ 1,676.81</b>

*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 2:38 pm, Mar 14, 2022

**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 022**

3/18/2022

Item No.	Vendor	Invoice Number	General Fund
1	<b>Deluxe Corporation</b> Check Order	454861	\$ 245.00
2	<b>PFM Group Consulting</b> DM Fee: March 2022	DM-03-2022-054	\$ 2,500.00
3	<b>Solitude Lake Management</b> March Management Services	PI-A00769754	\$ 1,319.27
	March Management Services	PI-A00769755	\$ 128.75
4	<b>Stantec Consulting Services</b> Engineering Services Through 03/04/2022	1898452	\$ 972.00
<b>TOTAL</b>			<b>\$ 5,165.02</b>

*Vivian Carvalho*

\_\_\_\_\_  
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 1:56 pm, Mar 21, 2022

**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 023**

3/25/2022

Item No.	Vendor	Invoice Number	General Fund
1	<b>FPL</b> Street Lights # Windward ; Service 02/21/2022 - 03/22/2022	Acct: 10775-85188	\$ 1,444.73
<b>TOTAL</b>			<b>\$ 1,444.73</b>

*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 2:30 pm, Mar 28, 2022



**Windward at Lakewood Ranch  
Community Development District**

Ratification of Requisition Series 2022 No.1

---

**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**Requisition Series 2022 No. 1**

<b>Req #</b>	<b>Description</b>	<b>Amount</b>	<b>Total</b>
<b>1</b>	<b>Neal Communities of Southwest Florida</b>	\$6,624,145.62	
			<b>\$6,624,145.62</b>
		<b>Total</b>	<b>\$6,624,145.62</b>

Windward at Lakewood Ranch CDD  
Series 2022  
Summary of Requisition(s): 1

<u>Requisition</u>	<u>Vendor</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
1	Neal Communities of Southwest Florida	\$ 6,624,145.62	Please wire the funds per the instructions on page 6 of the .pdf file and reference Phase 2 with the wire.	Via wire
<b>Total</b>		\$ 6,624,145.62		

## EXHIBIT A

### FORM OF REQUISITION

The undersigned, an Authorized Officer of Windward at Lakewood Ranch Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of October 1, 2020 (the "Master Indenture"), as amended and supplemented by the Third Supplemental Indenture from the District to the Trustee, dated as of October 1, 2020 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 1

(B) Name of Payee: Neal Communities of Southwest Florida

(C) Amount Payable: \$6,624,145.62

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

- Reimbursement to Developer for Series 2022 Expenses Paid Prior to Bond Issuance

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2022 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2022 Project and each represents a Cost of the Series 2022 Project, and has not previously been paid] OR [this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid].

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

# **Windward at Lakewood Ranch Community Development District**

Review of District Financial Statements

**Windward at Lakewood Ranch CDD**  
Statement of Financial Position  
As of 2/28/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account	\$53,317.92				\$53,317.92
Accounts Receivable - Due from Developer	4,214.50				4,214.50
Deposits	25.00				25.00
Debt Service Reserve (Series 2020-A1)		\$88,878.75			88,878.75
Revenue (Series 2020-A1, A2)		263,202.56			263,202.56
Revenue (Series 2020-A3)		0.13			0.13
Prepayment (Series 2020-A2)		416,909.76			416,909.76
Accounts Receivable - Due from Developer			\$182,147.91		182,147.91
Acq/Constr (Series 2020-A3)			3,317,101.60		3,317,101.60
<b>Total Current Assets</b>	<b>\$57,557.42</b>	<b>\$768,991.20</b>	<b>\$3,499,249.51</b>	<b>\$0.00</b>	<b>\$4,325,798.13</b>
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$768,991.20	\$768,991.20
Amount To Be Provided				15,166,008.80	15,166,008.80
<b>Total Investments</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,935,000.00</b>	<b>\$15,935,000.00</b>
<b>Total Assets</b>	<b>\$57,557.42</b>	<b>\$768,991.20</b>	<b>\$3,499,249.51</b>	<b>\$15,935,000.00</b>	<b>\$20,260,798.13</b>
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$4,214.50				\$4,214.50
Deferred Revenue	4,214.50				4,214.50
Accounts Payable			\$182,147.91		182,147.91
Retainage Payable			591,735.55		591,735.55
Deferred Revenue			182,147.91		182,147.91
<b>Total Current Liabilities</b>	<b>\$8,429.00</b>	<b>\$0.00</b>	<b>\$956,031.37</b>	<b>\$0.00</b>	<b>\$964,460.37</b>
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable - Long-Term				\$15,935,000.00	\$15,935,000.00
<b>Total Long Term Liabilities</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,935,000.00</b>	<b>\$15,935,000.00</b>
<b>Total Liabilities</b>	<b>\$8,429.00</b>	<b>\$0.00</b>	<b>\$956,031.37</b>	<b>\$15,935,000.00</b>	<b>\$16,899,460.37</b>
<b><u>Net Assets</u></b>					
Net Assets - General Government	\$5,028.49				\$5,028.49
Current Year Net Assets - General Government	44,099.93				44,099.93
Net Assets, Unrestricted		\$521,722.73			521,722.73
Current Year Net Assets, Unrestricted		247,268.47			247,268.47
Net Assets, Unrestricted			\$3,216,197.74		3,216,197.74
Current Year Net Assets, Unrestricted			(672,979.60)		(672,979.60)
<b>Total Net Assets</b>	<b>\$49,128.42</b>	<b>\$768,991.20</b>	<b>\$2,543,218.14</b>	<b>\$0.00</b>	<b>\$3,361,337.76</b>
<b>Total Liabilities and Net Assets</b>	<b>\$57,557.42</b>	<b>\$768,991.20</b>	<b>\$3,499,249.51</b>	<b>\$15,935,000.00</b>	<b>\$20,260,798.13</b>

**Windward at Lakewood Ranch CDD**

Statement of Activities

As of 2/28/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
<b><u>Revenues</u></b>					
Off-Roll Assessments	\$175,351.73				\$175,351.73
Other Income & Other Financing Sources	0.01				0.01
Off-Roll Assessments		\$259,581.77			259,581.77
Other Assessments		1,260,969.06			1,260,969.06
Developer Contributions			\$1,297,532.77		1,297,532.77
<b>Total Revenues</b>	<b>\$175,351.74</b>	<b>\$1,520,550.83</b>	<b>\$1,297,532.77</b>	<b>\$0.00</b>	<b>\$2,993,435.34</b>
<b><u>Expenses</u></b>					
Supervisor Fees	\$6,000.00				\$6,000.00
Public Officials' Liability Insurance	2,250.00				2,250.00
Trustee Services	4,031.25				4,031.25
Management	12,500.00				12,500.00
Engineering	265.00				265.00
Dissemination Agent	2,500.00				2,500.00
District Counsel	14,294.00				14,294.00
Assessment Administration	7,500.00				7,500.00
Postage & Shipping	33.88				33.88
Legal Advertising	4,406.25				4,406.25
Miscellaneous	0.01				0.01
Web Site Maintenance	800.00				800.00
Dues, Licenses, and Fees	175.00				175.00
Wetland Upland Maintenance	15,319.00				15,319.00
Wetlands Monitoring	26,950.00				26,950.00
Pond Contract	6,956.35				6,956.35
Lake/Pond Repair	650.00				650.00
General Insurance	2,750.00				2,750.00
Irrigation	11,550.00				11,550.00
Irrigation Parts	7,171.08				7,171.08
Streetlights	5,149.99				5,149.99
Principal Payments - Series 2020-A2		\$895,000.00			895,000.00
Interest Payments - Series 2020-A1		122,032.50			122,032.50
Interest Payments - Series 2020-A2		173,085.00			173,085.00
Interest Payments - Series 2020-A3		83,177.50			83,177.50
Engineering			\$9,084.00		9,084.00
Contingency			1,634,466.95		1,634,466.95
Developer Repayment			327,019.20		327,019.20
<b>Total Expenses</b>	<b>\$131,251.81</b>	<b>\$1,273,295.00</b>	<b>\$1,970,570.15</b>	<b>\$0.00</b>	<b>\$3,375,116.96</b>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income		\$12.64			\$12.64
Interest Income			\$57.78		57.78
<b>Total Other Revenues (Expenses) &amp; Gains (Losses)</b>	<b>\$0.00</b>	<b>\$12.64</b>	<b>\$57.78</b>	<b>\$0.00</b>	<b>\$70.42</b>
<b>Change In Net Assets</b>	<b>\$44,099.93</b>	<b>\$247,268.47</b>	<b>(\$672,979.60)</b>	<b>\$0.00</b>	<b>(\$381,611.20)</b>
<b>Net Assets At Beginning Of Year</b>	<b>\$5,028.49</b>	<b>\$521,722.73</b>	<b>\$3,216,197.74</b>	<b>\$0.00</b>	<b>\$3,742,948.96</b>
<b>Net Assets At End Of Year</b>	<b>\$49,128.42</b>	<b>\$768,991.20</b>	<b>\$2,543,218.14</b>	<b>\$0.00</b>	<b>\$3,361,337.76</b>

**Windward at Lakewood Ranch CDD**  
 Budget to Actual  
 For the Month Ending 02/28/2022

	Year to Date			FY 2022 Adopted Budget
	Actual	Budget	Variance	
<b><u>Revenues</u></b>				
Off-Roll Assessments	\$ 175,351.73	\$ 98,391.25	\$ 76,960.48	\$ 236,139.00
Other Income & Other Financing Sources	0.01	-	0.01	-
<b>Net Revenues</b>	<b>\$ 175,351.74</b>	<b>\$ 98,391.25</b>	<b>\$ 76,960.49</b>	<b>\$ 236,139.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$ 6,000.00	\$ 5,000.00	\$ 1,000.00	\$ 12,000.00
Public Officials' Insurance	2,250.00	1,031.25	1,218.75	2,475.00
Trustee Services	4,031.25	2,500.00	1,531.25	6,000.00
Management	12,500.00	12,500.00	-	30,000.00
Engineering	265.00	6,250.00	(5,985.00)	15,000.00
Dissemination Agent	2,500.00	2,083.33	416.67	5,000.00
District Counsel	14,294.00	8,333.33	5,960.67	20,000.00
Assessment Administration	7,500.00	3,125.00	4,375.00	7,500.00
Reamortization Schedules	-	104.17	(104.17)	250.00
Audit	-	2,500.00	(2,500.00)	6,000.00
Postage & Shipping	33.88	125.00	(91.12)	300.00
Legal Advertising	4,406.25	1,666.67	2,739.58	4,000.00
Bank Fees	-	75.00	(75.00)	180.00
Miscellaneous	0.01	208.34	(208.33)	500.00
Office Supplies	-	104.17	(104.17)	250.00
Web Site Maintenance	800.00	1,125.00	(325.00)	2,700.00
Dues, Licenses, and Fees	175.00	72.92	102.08	175.00
General Insurance	2,750.00	1,260.42	1,489.58	3,025.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 57,505.39</b>	<b>\$ 48,064.60</b>	<b>\$ 9,440.79</b>	<b>\$ 115,355.00</b>
<b><u>Project Maintenance Expenses</u></b>				
Well Pump Maintenance	\$ -	\$ 1,875.00	\$ (1,875.00)	\$ 4,500.00
Wetland Maintenance	15,319.00	10,416.67	4,902.33	25,000.00
Wetland Contract	26,950.00	15,000.00	11,950.00	36,000.00
Pond Maintenance Contract	6,956.35	6,285.00	671.35	15,084.00
Pond Maintenance	650.00	8,333.33	(7,683.33)	20,000.00
Irrigation Pump Maintenance Contract	11,550.00	1,333.33	10,216.67	3,200.00
Irrigation Pump Maintenance	7,171.08	2,083.33	5,087.75	5,000.00
Drainage Maintenance	-	2,083.33	(2,083.33)	5,000.00
Streetlights	5,149.99	2,083.33	3,066.66	5,000.00
Curb Replacement	-	833.33	(833.33)	2,000.00
<b>Total Project Maintenance Expenses</b>	<b>\$ 73,746.42</b>	<b>\$ 50,326.65</b>	<b>\$ 23,419.77</b>	<b>\$ 120,784.00</b>
<b>Total Expenses</b>	<b>\$ 131,251.81</b>	<b>\$ 98,391.25</b>	<b>\$ 32,860.56</b>	<b>\$ 236,139.00</b>
<b>Net Income (Loss)</b>	<b>\$ 44,099.93</b>	<b>\$ -</b>	<b>\$ 44,099.93</b>	<b>\$ -</b>