

**WINDWARD AT  
LAKEWOOD  
RANCH**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**October 12, 2022**

**REGULAR MEETING  
AGENDA**

**WINDWARD AT  
LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA  
LETTER**

# Windward at Lakewood Ranch Community Development District

## OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

October 5, 2022

**ATTENDEES:**

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors

Windward at Lakewood Ranch Community Development District

Dear Board Members:

The Board of Supervisors of the Windward at Lakewood Ranch Community Development District will hold a Regular Meeting on October 12, 2022, at 12:00 P.M., at 5800 Lakewood Ranch Blvd, Sarasota, FL 34240. The agenda is as follows:

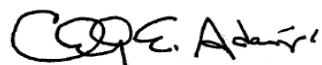
1. Call to Order/Roll Call
2. Public Comments: Agenda Items (*limited to 3 minutes per individual*)
3. Consideration of North County Partnership, LLC, Management Agreement
4. Acceptance of Unaudited Financial Statements as of August 31, 2022
5. Approval of September 14, 2022 Regular Meeting Minutes
6. Staff Reports
  - A. District Counsel: *Vogler Ashton, PLLC*
  - B. District Engineer: *Stantec*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - UPCOMING MEETINGS
      - November 8, 2022 at 12:00 P.M. [LANDOWNERS MEETING - **BOARD IS NOT REQUIRED TO ATTEND**]
      - November 9, 2022 at 12:00 P.M. [REGULAR MEETING]
    - QUORUM CHECK

SEAT 1	JOHN LEINAWEAVER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	SANDY FOSTER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

7. Board Members' Comments/Requests
8. Public Comments: Non-Agenda Items (*limited to 3 minutes per individual*)
9. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,



Chesley (Chuck) E. Adams, Jr.  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 229 774 8903**

**WINDWARD AT  
LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**3**

## MANAGEMENT AGREEMENT

**THIS MANAGEMENT AGREEMENT** ("Agreement") is made and entered into as of the \_\_\_\_\_ day of October, 2022, by and between **WINDWARD AT LAKEWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, (the "District"), and **NORTH COUNTY PARTNERSHIP, LLC**, a Florida limited liability company ("Manager").

### WITNESSETH:

**WHEREAS**, the District has entered into an Interlocal Agreement with Sarasota County, Florida relating to Fruitville Road improvements, dated August 30, 2022, known as Contract No. 2022-336 (the "County Agreement"); and,

**WHEREAS**, the District desires that the Manager manage the coordination and implementation of the County Agreement for the benefit of the District, including all communication with Sarasota County, Stantec, and any other consultants required under the County Agreement for assistance with the implementation and performance of the County Agreement; and,

**WHEREAS**, the District has carefully evaluated the skill and expertise of the Manager and the District has determined the Manager is the best party to manage the County Agreement; and,

**WHEREAS**, the District finds it to be a direct benefit to the District to have the County Agreement managed by Manager; and,

**WHEREAS**, the District has determined that, to the extent funded by Sarasota County under the County Agreement, the Manager is entitled to compensation for its management services, and therefore as conditioned herein, the District does hereby agree to pay Manager a management fee (the "Management Fee") in the amount of \$45,000.00, all as more fully set forth herein; and,

**WHEREAS**, the Manager does hereby agree to use commercially reasonable efforts to manage the County Agreement, as set forth herein.

**NOW THEREFORE**, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** That the above recitals are true and correct and are hereby incorporated herein.
2. **Management.** District does hereby request, authorize and permit Manager to use commercially reasonable efforts to manage, coordinate, and implement the County Agreement for the benefit of the District and in the most efficient manner achievable under the circumstances. The means, methods, sequences and techniques employed to accomplish such result shall be determined

by Manager in its sole and absolute discretion, consistent with the terms, provisions and conditions of this Agreement.

3. **Management Fee.** District does hereby authorize the payment by District to Manager of a Management Fee in the amount of \$45,000.00 for all services provided under this Agreement (the "Management Fee"). The Management Fee shall be paid on a draw basis consistent with the draws and payments made under the County Agreement. Provided however, the District shall be obligated to pay the Management Fee or the current portion thereof solely upon receipt of the funds actually paid for such services under the County Agreement, it being fully understood that the obligations set forth in this Agreement are pass-through obligations and not independent obligations of the District. Manager shall not be entitled to receive payment of the Management Fee from the District, or any portion thereof, until such Management Fee, or portion thereof, is actually received and collected by the District in its accounts.

4. **Delegation of Authority.** District does hereby delegate to Manager the authority to make day-to-day decisions relating to the management, coordination, and implementation of the County Agreement, provided that such management shall be consistent with the provisions of this Agreement.

5. **Manager Reporting and Compliance.** On a quarterly basis following the execution and delivery of this Agreement, Manager shall provide to the District, or shall require that Stantec provide to the District, a comprehensive written report which shall identify the status of Manager's services to the District.

6. **Indemnity.** Manager does hereby indemnify and hold District harmless against any and all losses, claims, demands, damages, costs, expenses and attorneys' fees (including attorneys' fees for appellate proceedings) relating to or arising out of any services provided by Manager under the terms of this Agreement. To guarantee Manager's performance under the terms of this paragraph, Manager shall maintain during the term of this Agreement general public liability insurance protecting Manager and District against claim for damage to persons or property, or for loss of life, occurring on or about the Property, with coverage of not less than \$500,000 per occurrence. The insurance policy shall name Manager and District as insureds and shall be issued by a company approved by District licensed to do business in the State of Florida, which approval shall not be unreasonably withheld or delayed. A certificate showing the required insurance to be in effect shall be provided by Manager to District within thirty (30) days following the effective date of this Agreement.

7. **Notice.** All notices and other communication required or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated or mailed by registered or certified mail (postage prepaid, return receipt requested), addressed to:

District:  
Windward at Lakewood Ranch Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
District Manager – Attn: Chuck Adams  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Manager:  
North County Partnership, LLC  
Attn: Pamela Curran, Manager  
5800 Lakewood Ranch Blvd.  
Sarasota, FL 34240

With a copy to:  
Vogler Ashton, PLLC  
Attn: Kimberly Ashton, Esq., District Counsel  
705 10<sup>th</sup> Avenue West, Unit 103  
Palmetto, FL 34221

Each such notice shall be deemed delivered (i) on the date delivered, if by personal delivery, and (ii) on the date upon which the return receipt is signed or delivered or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed. Upon 15 days written notice, the parties shall have the right from time to time at any time during the term of this Agreement to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America.

8. **Assignment.** This Agreement shall be construed as a personal services agreement and shall not be assignable by Manager without the prior written consent of District, which consent may be withheld by District in its solely exercised discretion.

9. **Termination and Default.** This Agreement may be terminated by either party upon providing sixty (60) days written notice to the other party.

10. **Miscellaneous.**

(a) **Binding Effect.** All terms and conditions of this Agreement shall be rights of and binding upon the heirs, personal representatives, guardians, successors and assigns of any party hereto.

(b) **Modification.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by all the parties hereto.

(c) **Authorization by District.** This Agreement was fully reviewed, authorized, approved and awarded by the District to Manager at a District's properly scheduled meeting with a quorum present.

(d) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be construed as an original.

(e) **Severability.** In case any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

(f) **Governing Law.** The validity, construction and enforcement of, and the remedies under, this Agreement shall be governed by the laws of the State of Florida.

(g) **Venue.** Any dispute or litigation arising out of the terms of this Agreement shall be resolved in a civil court of competent jurisdiction located in Sarasota County, Florida.



(h) **Headings.** The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

(Signature Page to Follow; Remainder of Page Intentionally Left Blank)

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year set forth above.

Witnesses:

**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

Attest:

\_\_\_\_\_  
Asst. Secretary

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

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

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

**NORTH COUNTY PARTNERSHIP, LLC**

\_\_\_\_\_  
Signature

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

Pamela Curran

Title:

Manager

\_\_\_\_\_  
Signature

**WINDWARD AT  
LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
AUGUST 31, 2022**

**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
AUGUST 31, 2022**

	General Fund	Debt Service Fund Series 2020	Debt Service Fund Series 2022	Capital Projects Fund Series 2020	Capital Projects Fund Series 2022	Total Governmental Funds
<b>ASSETS</b>						
Cash	\$ 5,847	\$ -	\$ -	\$ -	\$ -	\$ 5,847
Investments						
Reserve	-	88,879	418,302	-	-	507,181
Prepayment	-	178,278	-	-	-	178,278
Revenue	-	123,187	-	-	-	123,187
Construction	-	-	-	3,317,184	3,503,558	6,820,742
Capitalized Interest	-	-	287,599	-	-	287,599
Due from Developer	43,707	-	-	-	-	43,707
Due from other	-	-	-	-	18,932	18,932
Deposits	25	-	-	-	-	25
Total assets	<u>\$ 49,579</u>	<u>\$ 390,344</u>	<u>\$ 705,901</u>	<u>\$ 3,317,184</u>	<u>\$ 3,522,490</u>	<u>\$ 7,985,498</u>
<b>LIABILITIES</b>						
Liabilities:						
Accounts payable	\$ 43,554	\$ -	\$ -	\$ -	\$ -	\$ 43,554
Contracts payable	-	-	-	-	92,742	92,742
Retainage payable	-	-	-	625,762	70,248	696,010
Developer advance	6,000	-	-	-	-	6,000
Total liabilities	<u>49,554</u>	<u>-</u>	<u>-</u>	<u>625,762</u>	<u>162,990</u>	<u>838,306</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Deferred receipts	43,707	-	-	-	-	43,707
Total deferred inflows of resources	<u>43,707</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>43,707</u>
<b>FUND BALANCES</b>						
Restricted for:						
Debt service	-	390,344	705,901	-	-	1,096,245
Capital projects	-	-	-	2,691,422	3,359,500	6,050,922
Unassigned	(43,682)	-	-	-	-	(43,682)
Total fund balances	<u>(43,682)</u>	<u>390,344</u>	<u>705,901</u>	<u>2,691,422</u>	<u>3,359,500</u>	<u>7,103,485</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 49,579</u>	<u>\$ 390,344</u>	<u>\$ 705,901</u>	<u>\$ 3,317,184</u>	<u>\$ 3,522,490</u>	<u>\$ 7,985,498</u>

**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED AUGUST 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 228,520	\$ 236,139	97%
Developer contribution	81,038	86,057	-	N/A
Lot closing	-	6,105	-	N/A
Total revenues	<u>81,038</u>	<u>320,682</u>	<u>236,139</u>	136%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisor's fees	1,000	12,600	12,000	105%
Management/accounting/recording	4,000	32,000	30,000	107%
Legal	-	31,142	20,000	156%
Engineering	9,257	13,300	15,000	89%
Audit	-	4,400	6,000	73%
Assessment roll prep	-	7,500	7,500	100%
Reamortization schedules	-	-	250	0%
Dissemination agent	166	3,000	5,000	60%
Trustee	-	4,031	6,000	67%
Telephone	17	50	-	N/A
Postage	82	223	300	74%
Printing & binding	41	125	-	N/A
Legal advertising	1,233	6,860	4,000	172%
Annual special district fee	-	175	175	100%
Public officials' insurance	-	2,250	2,475	91%
General insurance	-	2,750	3,025	91%
Contingencies/bank charges	-	-	180	0%
Miscellaneous	-	-	500	0%
Office supplies	-	245	250	98%
Website	-	1,630	2,700	60%
Total professional & administrative	<u>15,796</u>	<u>122,281</u>	<u>115,355</u>	106%
<b>Field Operations</b>				
Well pump maintenance	-	-	4,500	0%
Wetland maintenance	20,885	58,423	25,000	234%
Wetland monitoring contract	-	70,685	36,000	196%
Pond maintenance contract	129	11,217	15,084	74%
Pond maintenance	-	650	20,000	3%
Irrigation pump maintenance contract	-	61,125	3,200	1910%
Irrigation pump maintenance	-	17,431	5,000	349%
Drainage maintenance	-	-	5,000	0%
Streetlights	1,446	15,429	5,000	309%
Curb replacement	-	-	2,000	0%
Effluent water supply	8	29	-	N/A
Waterline flushing	5,443	12,122	-	N/A
Total field operations	<u>27,911</u>	<u>247,111</u>	<u>120,784</u>	205%
Total expenditures	<u>43,707</u>	<u>369,392</u>	<u>236,139</u>	156%
Excess/(deficiency) of revenues over/(under) expenditures	37,331	(48,710)	-	
Fund balances - beginning	(81,013)	5,028	-	
Unassigned	(43,682)	(43,682)	-	
Fund balances - ending	<u>\$ (43,682)</u>	<u>\$ (43,682)</u>	<u>\$ -</u>	

**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2020  
FOR THE PERIOD ENDED AUGUST 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
Assessment levy: off-roll	\$ -	\$ 922,902
Assessment prepayments	154,823	1,530,126
Interest	3	32
Lot closing	1,703	41,306
Total revenues	<u>156,529</u>	<u>2,494,366</u>
<b>EXPENDITURES</b>		
<b>Debt service</b>		
Principal - S2020A1	-	110,000
Principal - S2020A2	450,000	450,000
Principal prepayment - S2020A-2	-	1,330,000
Interest - S2020A-1	4,950	249,015
Interest - S2020A-2	-	320,375
Interest - S2020A-3	-	166,355
Total expenditures	<u>454,950</u>	<u>2,625,745</u>
Excess/(deficiency) of revenues over/(under) expenditures	(298,421)	(131,379)
Fund balances - beginning	<u>688,765</u>	<u>521,723</u>
Fund balances - ending	<u>\$ 390,344</u>	<u>\$ 390,344</u>

**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2022  
FOR THE PERIOD ENDED AUGUST 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
Interest / misc. income	\$ 3	\$ 14
Total revenues	<u>3</u>	<u>14</u>
<b>EXPENDITURES</b>		
<b>Debt service</b>		
Interest	-	70,301
Cost of issuance	-	153,975
Total expenditures	<u>-</u>	<u>224,276</u>
Excess/(deficiency) of revenues over/(under) expenditures	3	(224,262)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	1,255,348
Underwriter's discount	-	(279,434)
Transfers out	-	(45,751)
Total other financing sources	<u>-</u>	<u>930,163</u>
Net change in fund balances	3	705,901
Fund balances - beginning	705,898	-
Fund balances - ending	<u>\$ 705,901</u>	<u>\$ 705,901</u>



**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2020  
FOR THE PERIOD ENDED AUGUST 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
Developer contribution	\$ -	\$ 1,712,222
Interest / misc. income	14	140
Total revenues	<u>14</u>	<u>1,712,362</u>
<b>EXPENDITURES</b>		
Capital outlay	-	1,910,119
Developer advance repayment	-	327,019
Total expenditures	<u>-</u>	<u>2,237,138</u>
Excess/(deficiency) of revenues over/(under) expenditures	14	(524,776)
Fund balances - beginning	<u>2,691,408</u>	<u>3,216,198</u>
Fund balances - ending	<u><u>\$ 2,691,422</u></u>	<u><u>\$ 2,691,422</u></u>

**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2022  
FOR THE PERIOD ENDED AUGUST 31, 2022**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 27	\$ 130
Total revenues	27	130
<b>EXPENDITURES</b>		
Capital outlay	(18,932)	2,935,949
Developer advance repayment	-	6,870,084
Total expenditures	(18,932)	9,806,033
 Excess/(deficiency) of revenues over/(under) expenditures	18,959	(9,805,903)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	13,119,652
Transfer in	-	45,751
Total other financing sources/(uses)	-	13,165,403
 Net change in fund balances	18,959	3,359,500
Fund balances - beginning	3,340,541	-
Fund balances - ending	\$ 3,359,500	\$ 3,359,500

**WINDWARD AT  
LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Windward at Lakewood Ranch Community Development District held a Regular Meeting on September 14, 2022, at 12:00 P.M., at 5800 Lakewood Ranch Blvd, Sarasota, Florida 34240.

**Present were:**

Pete Williams	Chair
Sandy Foster	Vice Chair
Dale Weidemiller (via telephone)	Assistant Secretary
John Blakley	Assistant Secretary
John Leinaweaver	Assistant Secretary

**Also present, were:**

Chuck Adams	District Manager
Ed Vogler (via telephone)	District Counsel
Barry Mazzoni	Field Operations Manager
Kris Wilhoit	Stantec Consulting Services, Inc. (Stantec)
John Nokes	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the meeting to order at 12:15 p.m.

Supervisors Foster, Blakley and Leinaweaver were present. Supervisor Weidemiller was attending via telephone. Supervisor Williams was not present at roll call.

**SECOND ORDER OF BUSINESS**

**Public Comments: Agenda Items (*limited to 3 minutes per individual*)**

Resident John Nokes asked if the Interlocal Agreements being considered today affect the CDD's cashflow and liability.

37 Mr. Adams stated, regarding the Fourth Order of Business, work would be paid from the  
38 CDD’s construction fund or by the Developer. Regarding the Third Order of Business, the budget  
39 supports the reclaimed water expenses.

40 Regarding the Fourth Order of Business, Mr. Vogler stated that the County requested  
41 the Interlocal Agreement, which expands the scope of services from the prior Interlocal  
42 Agreement; the County will fund 100% of the costs. He felt that this should not impact the  
43 CDD’s budget and, in this instance, there is not a specific Developer Funding Agreement  
44 because all the funds are being provided by the County, as the County wanted the  
45 improvements. At the same time, the CDD is engaging Stantec to work collectively with the  
46 County. Responsibility for professional design, sealed plans and the concern that errors might  
47 be made would be the responsibility of the Engineering company, who provided the necessary  
48 certificates of insurance and liability to the County.

49 Mr. Vogler stated that these types of joint, cooperation agreements are usually  
50 beneficial to the CDD and its residents; in this instance road improvements are beneficial and  
51 the work comes at no cost to the CDD. He felt that there is no liability concern, unless someone  
52 can articulate a specific basis for concern.

53 **Mr. Williams joined the meeting during Public Comments.**

54 Mr. Williams noted that the CDD is protected by sovereign immunity, which places a  
55 monetary cap on damages, should the CDD be sued.

56 Mr. Nokes asked about the potential to have a third free right turn lane onto Fruitville  
57 with a merge lane. Mr. Wilhoit stated that Stantec will analyze that intersection with the  
58 County, including a traffic analysis; it is common for roundabouts to have a free right.

59 Mr. Nokes asked if reclaimed water entering the irrigation pond will worsen the algae  
60 issues. Mr. Adams stated that it will necessitate a much more prudent and responsive  
61 maintenance program because of the additional nutrients that come from reclaimed water.

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63 **THIRD ORDER OF BUSINESS**

**Consideration of Reclaimed Water Use  
Agreement with Sarasota County for Golf  
Courses, Common Areas, Apartments and  
Single-Family Homes**

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68 Mr. Adams presented the Reclaimed Water Use Agreement. He noted that this expense  
69 was included in the Fiscal Year 2023 budget and discussed the 10-year term of the Agreement,  
70 termination provision, maximum amount of reclaimed water to be received per day and the  
71 County’s responsibilities.

72 Mr. Wilhoit stated and Mr. Vogler agreed that this type of Agreement is common.

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**On MOTION by Mr. Williams and seconded by Mr. Blakely with all in favor, the Reclaimed Water Use Agreement with Sarasota County for Golf Courses, Common Areas, Apartments and Single-Family Homes, was approved.**

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**FOURTH ORDER OF BUSINESS**

**Consideration of Interlocal Agreement Between Sarasota County, Florida and the Windward at Lakewood Ranch Community Development District for the Design, Engineering, Permitting, and Ancillary Services of Fruitville Road Widening from Debrecen Road to Lorraine Road**

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87 Mr. Adams presented the Interlocal Agreement.

88 Mr. Wilhoit stated that the additional work included roundabout designs at Founders  
89 Club Drive and at Laceleaf Boulevard; in addition to a right-turn lane going to Sarasota Center  
90 Boulevard.

91

**On MOTION by Mr. Williams and seconded by Mr. Leinaweaver, with all in favor, the Interlocal Agreement Between Sarasota County, Florida and the Windward at Lakewood Ranch Community Development District for the Design, Engineering, Permitting, and Ancillary Services of Fruitville Road Widening from Debrecen Road to Lorraine Road, was approved.**

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**FIFTH ORDER OF BUSINESS**

**Consideration of Stantec Consulting Services Inc., Specific Authorizations**

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**A. No. 9: General District Engineering Services for Fiscal Year 2022-2023**

103 Mr. Adams presented Authorization No. 9, for \$20,000.

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**On MOTION by Mr. Williams and seconded by Mr. Weidemiller, with all in favor, Stantec Consulting Services Inc., Specific Authorization No. 9 for General District Engineering Services for Fiscal Year 2022-2023, in the amount of \$20,000, was approved.**

**B. No. 10: 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**

Mr. Adams presented Authorization No. 10.

**On MOTION by Mr. Weidemiller and seconded by Mr. Blakley, with all in favor, Stantec Consulting Services Inc., Specific Authorization No. 10 for 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, was approved.**

**SIXTH ORDER OF BUSINESS**

**Consideration of Hetteema Saba, LLC Fee Proposal for Fruitville Road Right of Way Project**

Mr. Adams presented the proposal from Hetteema Saba, LLC for the Fruitville Road Right of Way Project.

**On MOTION by Mr. Williams and seconded by Mr. Leinaweaver, with all in favor, the Hetteema Saba, LLC Fee Proposal for the Fruitville Road Right of Way Project, was approved.**

**SEVENTH ORDER OF BUSINESS**

**Acceptance of the Unaudited Financial Statements as of July 31, 2022**

Mr. Adams presented the Unaudited Financial Statements as of July 31, 2022.

**On MOTION by Mr. Williams and seconded by Mr. Leinaweaver, with all in favor, the Unaudited Financial Statements as of July 31, 2022, were accepted.**

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**EIGHTH ORDER OF BUSINESS**

**Approval of August 17, 2022 Public Hearings and Regular Meeting Minutes**

Mr. Adams presented the August 17, 2022 Public Hearings and Regular Meeting Minutes.

**On MOTION by Mr. Williams and seconded by Mr. Blakley, with all in favor, the August 17, 2022 Public Hearings and Regular Meeting Minutes, as presented, were approved.**

**NINTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel: *Vogler Ashton, PLLC***

There was nothing further to report.

**B. District Engineer: *Stantec***

There was nothing further to report.

**C. District Manager: *Wrathell, Hunt and Associates, LLC***

- **NEXT MEETING DATE: October 12, 2022 at 12:00 P.M.**

- **QUORUM CHECK**

The next meeting will be held on October 12, 2022.

**TENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

Mr. Nokes noted a recent irrigation pump issue and asked who should be contacted in that situation.

Mr. Nokes asked for the status of having the algae in the irrigation pond scraped. Mr. Mazzone stated that a proposal is expected next week. Mr. Nokes asked about a long-term proposal and a proposal a few months ago to add aeration. Mr. Adams stated that it would be a bubbler system rather than a fountain. The CDD's focus should be on bolstering the lake maintenance contract so that lake is reviewed and treated more frequently.

**Phase 2 Infrastructure**



176 This item was an addition to the agenda.

177 Mr. Vogler recalled that Jon M. Hall Company (JMH) was terminated and notice was  
178 sent to JMH. Although JMH objects to the termination, they accept it and demobilized and  
179 removed all of their equipment from the site. Now the balance of the work must be covered.  
180 He and the District Engineer suggest that this should be viewed as emergency work for the  
181 purpose of finishing the work because there have been some washouts and other conditions  
182 that are increasing the costs.

183 Mr. Vogler stated that JMH filed suite against the CDD but, to his knowledge, the CDD  
184 has not been served. He suggested engaging the same Counsel as the Developer to defend this  
185 matter. He estimated about \$700,000 of retainage that might be payable to JMH that is being  
186 held because JMH did not complete the work. The CDD will have the work completed by  
187 another company and then offset any costs against the retainage and any remaining retainage  
188 will be remitted to JMH.

189 Mr. Vogler recalled that the decision to terminate JMH was because the Developer’s  
190 Engineer and the District Engineer tried for a long time to get JMH to finish the work but JMH  
191 did not finish it.

192 A Board Member asked why the process of obtaining proposals, etc., did not commence  
193 sooner, right after JMH was terminated. No one was sure of the reason. Mr. Vogler stated that  
194 the Project Developer’s team has been on site, shoring up things on an interim basis, pending  
195 the potential that JMH might have finished the work, when they received notice.

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**On MOTION by Mr. Williams and seconded by Mr. Blakley, with all in favor, the  
declaring an emergency, authorizing the District Manager and District Engineer  
to solicit proposals and engage a company to perform the emergency Phase 2  
Infrastructure work, and authorizing engagement of the same Counsel as the  
Developer to defend this matter, was approved.**

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205 ELEVENTH ORDER OF BUSINESS

Public Comments: Non-Agenda Items  
(limited to 3 minutes per individual)

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208 There were no public comments.

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210 **TWELFTH ORDER OF BUSINESS**

**Adjournment**

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213 **On MOTION by Mr. Blakley and seconded by Ms. Foster, with all in favor, the**  
214 **meeting adjourned at 12:35 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**WINDWARD AT  
LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

**WINWARD AT LAKEWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT****BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE****LOCATION***5800 Lakewood Ranch Boulevard, Sarasota, Florida 34240*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 12, 2022</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>November 8, 2022</b>	<b>Landowners' Meeting</b>	<b>12:00 PM</b>
<b>November 9, 2022</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>December 14, 2022</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>January 11, 2023</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>February 8, 2023</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>March 8, 2023</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>April 12, 2023</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>May 10, 2023</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>June 14, 2023</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>July 12, 2023</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>August 9, 2023</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>September 13, 2023</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>