

Windward at Lakewood Ranch Community Development District

3501 Quadrangle Blvd., Ste. 270, Orlando, FL 32817
Phone 407-723-5900; Fax 407-723-5901
www.windwardatlakewoodranchcdd.com

The following is the agenda for the Board of Supervisors Meeting for the **Windward at Lakewood Ranch Community Development District** scheduled to be held **Wednesday, October 13, 2021 at 12:15 p.m. at 5800 Lakewood Ranch Blvd, Sarasota, FL 34240**. The following is the proposed agenda for this meeting.

Call in number: 1-844-621-3956

Passcode: 790 562 990 #

BOARD OF SUPERVISORS' MEETING AGENDA

Administrative Matters

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

Business Matters

1. Consideration of the Minutes of the September 8, 2021 Board of Supervisors Meeting
2. Review & Consideration of Grau & Associates Engagement Letter for Auditing Services
3. Consideration of Resolution 2022-01, Designating the Primary Administrative Office
4. Consideration of Resolution 2022-02, Designating Registered Agent & Office
5. Review and Consideration Specific Authorization No. 5, General District Engineer Services for Fiscal Year 2021/2022
6. Review and Consideration Hoover Pump Systems Proposal
7. Review and Consideration of the Solitude Lake Management Service Contract, Add-on ponds 1,6,8 and 27
8. Review and Discussion of the Solitude Lake Management Monitoring Report
9. Ratification of Property Appraiser Agreement
10. Ratification of Funding Requests 83--89
11. Review of District Financial Statements

Other Business

Staff Reports

District Counsel
District Engineer
District Manager

Supervisor Requests and Audience Comments



Adjournment



pfm

**Windward at Lakewood Ranch
Community Development District**

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

MINUTES OF MEETING

**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING MINUTES
Wednesday, September 8, 2021 at 12:15 p.m.
5800 Lakewood Ranch Blvd,
Sarasota, FL 34240**

Board Members in attendance:

Pete Williams	Chairperson	
Sandy Foster	Vice Chairperson	(joined at 12:16 p.m.)
John Leinaweaver	Board Member	
Dale Weidemiller	Assistant Secretary	
John Blakley	Assistant Secretary	

Also present or via speaker phone were:

Vivian Carvalho	District Manager-PFM Group Consulting LLC	
Venessa Ripoll	Assistant District Manager-PFM Group Consulting LLC (via phone)	
Kim Ashton	District Counsel- Vogler Ashton	(via phone)
Mike Kennedy	District Engineer- Stantec	(via phone)
John McKay	Neal Communities	
Jim Schier	Neal Communities	
John Leinaweaver	Neal Communities	
Janice Snow	Neal Communities	(joined at 12:20 p.m.)

FIRST ORDER OF BUSINESS

Administrative Matters

Call to Order and Roll Call

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

Public Comment Period

Ms. Carvalho noted that there were no members of the public present.

SECOND ORDER OF BUSINESS

Business Matters

**Consideration of the Minutes of
the August 11, 2021 Board of
Supervisors' Meeting**

The Board reviewed the Minutes of the August 11, 2021 Board of Supervisors' Meeting.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the Minutes of the August 11, 2021 Board of Supervisors' Meeting.

**Ratification of Funding Requests
76-82**

The Board reviewed Funding Requests 76-82. Ms. Foster joined the meeting in progress at 12:16 p.m.

On MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board ratified Funding Requests 76-82.

**Review of District Financial
Statements**

The District Financial Statements were not ready for review due to the flooding of PFM's Philadelphia office which shut down PFM's servers. When the District Financial Statements are available, they will be sent to the Board accordingly.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No Report

District Engineer – Mr. Kennedy asked Ms. Carvalho to send him the Fiscal Year 2022 Budget for the District. Mr. Kennedy will present a General Services Agreement to the Board at the next meeting.

District Manager – Ms. Carvalho noted that the next meeting is scheduled for October 13, 2021 however this meeting will be continued to September 23, 2021.

Ms. Carvalho noted at the last meeting Mr. Leinaweaver was administer the Oath of Office to join the Board. Ms. Carvalho presented Resolution 2021-10 Election of Officers. Currently the officers' position are as follows:

Ms. Williams is Chairperson

The remaining Board are Assistant Secretaries
Along with Ms. Ripoll as Assistant Secretary
Ms. Carvalho is Secretary
Ms. Glasgow as Treasurer
Ms. Lane as Assistant Treasurer
She requested nominations for Vice Chairperson

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved Resolution 2021-10, Election of Officers, as follows; Mr. Williams as Chairperson, Ms. Foster as Vice Chairperson, Mr. Leinaweaver, Mr. Weidemiller and Mr. Blakley as Assistant Secretaries and the remaining positions as outlined above.

Supervisor Requests and Audience Comments

There were no Supervisor requests or audience comments.

FOURTH ORDER OF BUSINESS

Continuation

There was no additional business to discuss. Ms. Carvalho requested a motion to continue this meeting to September 23, 2021 at 12:00 p.m.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the September 8, 2021 Board of Supervisors Meeting of the Windward at Lakewood Ranch Community Development District was continued at 12:22 p.m. to September 23, 2021 at 12:00 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**Windward at Lakewood Ranch
Community Development District**

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



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

September 21, 2021

To Board of Supervisors
Windward at Lakewood Ranch Community Development District
3501 Quadrangle Blvd., Ste. 270
Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide Windward at Lakewood Ranch Community Development District, Sarasota County, Florida ("the District") for the fiscal year ended September 30, 2021, with an option for one one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Windward at Lakewood Ranch Community Development District as of and for the fiscal year ended September 30, 2021, with an option for one one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's

internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. The District will provide a statement describing corrective actions to be taken in response to each of our recommendations included in the audit report, if any, and relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

The auditor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, the auditor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, the auditor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the auditor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PFM GROUP CONSULTING, LLC., 3501 QUADRANGLE BLVD., STE. 270, ORLANDO, FL 32817, 407-723-5900.

This agreement provides for a contract period of one (1) year with the option of one (1) additional, one-year renewal upon the written consent of both parties. Our fee for these services will not exceed \$4,400 for the September 30, 2021 audit. The fee for fiscal year 2022 will not exceed \$4,500 unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis. We acknowledge that the District must submit its annual Audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to

payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Windward at Lakewood Ranch Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter, with any addendum if applicable, constitutes the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Windward at Lakewood Ranch Community Development District.

By: _____

Title: _____

Date: _____



AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,
FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

**Windward at Lakewood Ranch
Community Development District**

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

RESOLUTION 2022-01

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE WINDWARD AT LAKEWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Windward at Lakewood Ranch Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the Sarasota County, Florida; and

WHEREAS, the District desires to re-designate its primary administrative office as the location where the District's public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District's Record's Custodian in order to provide citizens with the ability to access the District's records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District also desires to specify the location of the District's principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District's records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WINDWARD AT LAKEWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District's primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

SECTION 2. The District's principal headquarters for purposes of establishing proper venue shall be located at 5800 Lakewood Ranch Blvd, Sarasota, FL 34240, within Sarasota County, Florida.

SECTION 3. The District's local records office shall be located at 5800 Lakewood Ranch Blvd, Sarasota, FL 34240.

SECTION 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 13th day of October, 2021.

ATTEST:

**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

**Windward at Lakewood Ranch
Community Development District**

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

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDWARD AT LAKEWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Windward at Lakewood Ranch Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the Sarasota County, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WINDWARD AT LAKEWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Vivian Carvalho is hereby designated as Registered Agent for the Windward at Lakewood Ranch Community Development District.

Section 2. The District's Registered Office shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

Section 3. In accordance with Section 189.014, *Florida Statutes*, the District's Secretary is hereby directed to file certified copies of this resolution with Sarasota County and the Florida Department of Economic Opportunity.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 13th day of October, 2021.

ATTEST:

**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson

**Windward at Lakewood Ranch
Community Development District**

Review and Consideration Specific Authorization No. 5,
General District Engineer Services for Fiscal Year
2021/2022



Stantec Consulting Services Inc.
 6900 Professional Parkway East
 Sarasota FL 34240-8414
 Tel: (941) 907-6900
 Fax: (941) 907-6910

September 21, 2021

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

Windward at Lakewood Ranch Community Development District
 c/o PFM Group Consulting LLC
 12051 Corporate Blvd.
 Orlando, FL 32817

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

Reference: **Specific Authorization No. 5
 Professional Services Proposal for The Windward at Lakewood Ranch Community
 Development District - General District Engineer Services for Fiscal Year 2021/2022**

Dear Ms. Carvalho:

Enclosed is the Specific Authorization (SA) proposal for general engineering services we discussed at the last Board meeting.

This SA is attached to and made a part of the General Provisions attached to Agreement made between Windward at Lakewood Ranch Community Development District and Stantec Consulting Services Inc. (Engineer), providing for professional services. The Basic Services of Engineer as described in said General Provisions are amended or supplemented as indicated below.

Engineer shall:

- a. Prepare for and attend Board meetings.
- b. Assist in preparation of District procedures as directed by the Board.
- c. Perform additional services as requested by the Board.

These services will be performed on a T/M basis at our standard rates if effect at the time of the service.

Task	Services	Fee Type	Fee Amount
230	General Engineering Services FY 2021	T/M	\$ 15,000



If this proposal is acceptable to you, please sign in the space provided and return to our office. Should you have any questions regarding this matter, please call me.

Sincerely,

Stantec Consulting Services Inc.

Michael A. Kennedy, PE
District Engineer/ Executive Vice President
Tel: (941) 907-6900
E-Mail: mike.kennedy@stantec.com

Christopher A. Wilhoit, PE
Assistance District Engineer/ Vice President
Tel: (941) 907-69000
E-Mail: Kris.wilhoit@stantec.com

ACCEPTANCE AND AUTHORIZATION TO PROCEED

1. If this Proposal/ Agreement satisfactorily sets forth Client's entire understanding of the agreement, please sign in the space provided and return it to Stantec Consulting Services Inc. as authorization to proceed with the work.
2. I HEREBY AUTHORIZE the performance of the services as described herein and agree to pay the charges resulting thereby as identified above in accordance with the Master Services Agreement between Fieldstone Community Development District and Stantec Consulting Services Inc. and agree hereto and that it be made a part of the Master Services Agreement. I warrant and represent that I am authorized to enter into this Agreement on behalf of Windward at Lakewood Ranch Community Development District.

Authorized Signature

Title

Representing

Date

**Windward at Lakewood Ranch
Community Development District**

Review and Consideration Hoover Pump Systems Proposal



Date: 9/10/2021
To: Windward at Lakewood Ranch CDD
Megan Heins
Subject: Hoover Maintenance Agreement, MA#4757
Contract Term: 12 months 10/1/2021 - 9/30/2022
Site IDs: #8875

Phone:

The Hoover Maintenance Program includes 2 preventative maintenance site visits per year by a Hoover Certified Pump Technician. The following preventative maintenance will be furnished for each pump system as required:

- **Priority Scheduling** - When repair service is required. No \$289.00 Evaluation fee for service requests.
- **Pump Control Panel** - Test control logic, torque electrical connections to specification, treat components with anti-oxidant protective spray, test and replace surge protection components.
- **Variable Frequency Drive(s)** (if applicable) - Test and confirm proper operation. Change parameters if required.
- **Pump motor(s)** - Service bearings, check operation and current draw against specification.
- **Pump(s)** - Check condition of seal. Confirm flow and pressure performance.
- **Air Conditioner** (if applicable) - Check and confirm proper operation. Clean filter.
- **Control Valve** (if applicable) - Check pilots and service. Clean filter. Calibrate valve and replace worn diaphragm if required.
- **Flow Meter** (if applicable) - Test flow meter and pressure transducer for proper operation. Calibrate flow meter as required by Florida Water Management District upon client request.
- **Pressure Tank** (if applicable) - Check and adjust tank precharge pressure as required.
- **Suction Intake** (if applicable) - Evaluate intake performance and recommend screen cleaning as required.
- **Fiberglass Enclosure** (if applicable) - Check lockable handle, hinges and opening mechanism.
- **Discounted Pricing** - Discount off list price for numerous replacement components.
- **Report** - To be submitted upon completion of service call with findings and recommendations.

The following items are excluded from the Hoover Maintenance Program:

- Suction intake cleaning or adjustments due to changing water levels



Date: 9/10/2021
To: Windward at Lakewood Ranch CDD
Megan Heins
Subject: Hoover Maintenance Agreement, MA#4757
Contract Term: 12 months 10/1/2021 - 9/30/2022
Site IDs: #8875

Phone:

- Repairs due to failure of any electrical or mechanical components due to mistreatment of the system and other causes not covered by Hoover Pumping Systems warranty
- Repairs due to failures or recurring problems caused by poor water quality including chemical or biological fouling or field irrigation system problems
- Repairs due to vandalism, accidents, negligence or natural events including wind, flood, power surge and lightning
- Repairs due to operating the irrigation system in a manner that exceeds the limits of pump system design performance, or due to repeated rapid cycling of pump system due to irrigation system leaks.
- Disc-Filter cleaning not included

For Hoover Flowguard pump systems the Hoover Maintenance Program includes:

- **24/7 Control** and remote automatic monitoring of the irrigation and pump system
- **Automated system alerts** and warnings via e-mail, proactive system support, and up to 8 hours assistance from the Hoover Help Desk.
- **Broadband Internet Service Connection.**
- **Graphical web display** of Water Management system status, alarm enunciators, controls, history, trends, data logs, maintenance alerts, service counters, and configuration.
- **Unlimited Free webinars** to learn best practices for using Flowguard.
- **Water restriction controls** to prevent over/under watering, save energy and water consumption, and rapid cycling due to field issues.
- **Remote system Shut-down** and Reset features with shutoff valves.
- **Protection features** to indicate low pressure, high flow rate including automatic, adjustable shut down.
- **Printable water management usage reports** for graphing, events, usage, and configurations.

The following are the Flowguard Sites on this agreement

Site Id	Site Name	Model #
8875	Windward at Lakewood Ranch Ph1	HC3F-50J15PDV-460/3-FHMSR3L-Z

Total Annual Price \$2,890.00

****Save Time and Costs** of additional service visits by pre-authorizing a Hoover tech to repair non-maintenance related, system performance, or safety-critical component problems while on site for maintenance. Please select ONE of two options:

- YES, I authorize Hoover to complete non-maintenance related repairs up to \$750.00 while on site during a Maintenance visit. *The Hoover Technician will call the on-site manager to discuss the repair prior to completing the work. For repairs exceeding \$750.00, approval will be obtained immediately or in advance.*
- NO, I want to approve each non-maintenance related repair. If an authorized manager is not available to provide immediate approval, an additional service visit will be scheduled after approval is obtained.

Terms: This agreement becomes effective on the first day of the month following receipt of an executed contract. This agreement is automatically renewable for one year unless written notice is provided by either party 30 days prior to its expiration. Hoover Pumping systems Standard Terms and Conditions of Sales will apply.

Accepted by:
Hoover Pumping Systems



Nakaye Allen 9/10/2021

Accepted by:
Windward at Lakewood Ranch CDD

Signature/Date

Name Printed

P.O. Number (if required)

Windward at Lakewood Ranch Community Development District

Review and Discussion of the Solitude Lake Management
Monitoring Report

SERVICES CONTRACT ADDENDUM

CUSTOMER NAME: Vivian Carvalho, carvalhov@pfm.com

PROPERTY NAME: Windward at Lakewood Ranch CDD

CONTRACT DATE: October 4, 2021

SUBMITTED BY: Liz Rocque, Business Development Consultant

SPECIFICATIONS: Add-on ponds 1, 6, 8 and 27 to monthly maintenance (4,359 perimeter ft., 5.23 acres)

This agreement (the "Agreement") is an Addendum to the current Services Contract by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") and will begin on the first of the month following acceptance by the Customer, under the same terms and for the same period as the current Services Contract.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Contract Addendum Price is **\$3,360.00**. SOLitude shall invoice Customer **\$280.00 per month** for the Services to be provided under this Agreement. The price indicated in this contract addendum shall be billed in addition to the regular monthly contract invoice amount and shall renew with the same terms and for the same time period as the existing contract. 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, 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 the SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is an Addendum to an existing annual management program as described in the Schedule A attached, and shall remain in force and renew with the same terms and for the same time period as the existing contract.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation

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- 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. Often times 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 SOLitude, unless there is willful negligence on the part of SOLitude.
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.
- 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.



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Windward at Lakewood Ranch CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

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

Please Mail All Contracts to:

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

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SCHEDULE A – ANNUAL MANAGEMENT SERVICES

Aquatic Weed Control:

1. Pond(s) will be inspected on a **two (2) time per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(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 pond(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) time per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond 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.

Pond Algae Control:

1. Pond(s) will be inspected on a **two (2) time per month** basis.
2. Any algae found in the pond(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.

Pond Dye:

1. **Pond Dye** may be applied to the pond(s) on an as needed basis to help shade the pond(s) from sunlight penetration, thus helping to slow the growth of algae and aquatic weeds.
2. A combination of blue and black dye may be used as required to maintain a dark natural water color.

Trash Removal:

1. Trash and light debris will be removed from the ponds with each service and disposed off site. Any large item, construction debris or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the client's approval for an additional fee. Routine trash and debris removal services are for the

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pond 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.

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 site specific water quality management prescriptions 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 continue to maintain all appropriate training and licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
7. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

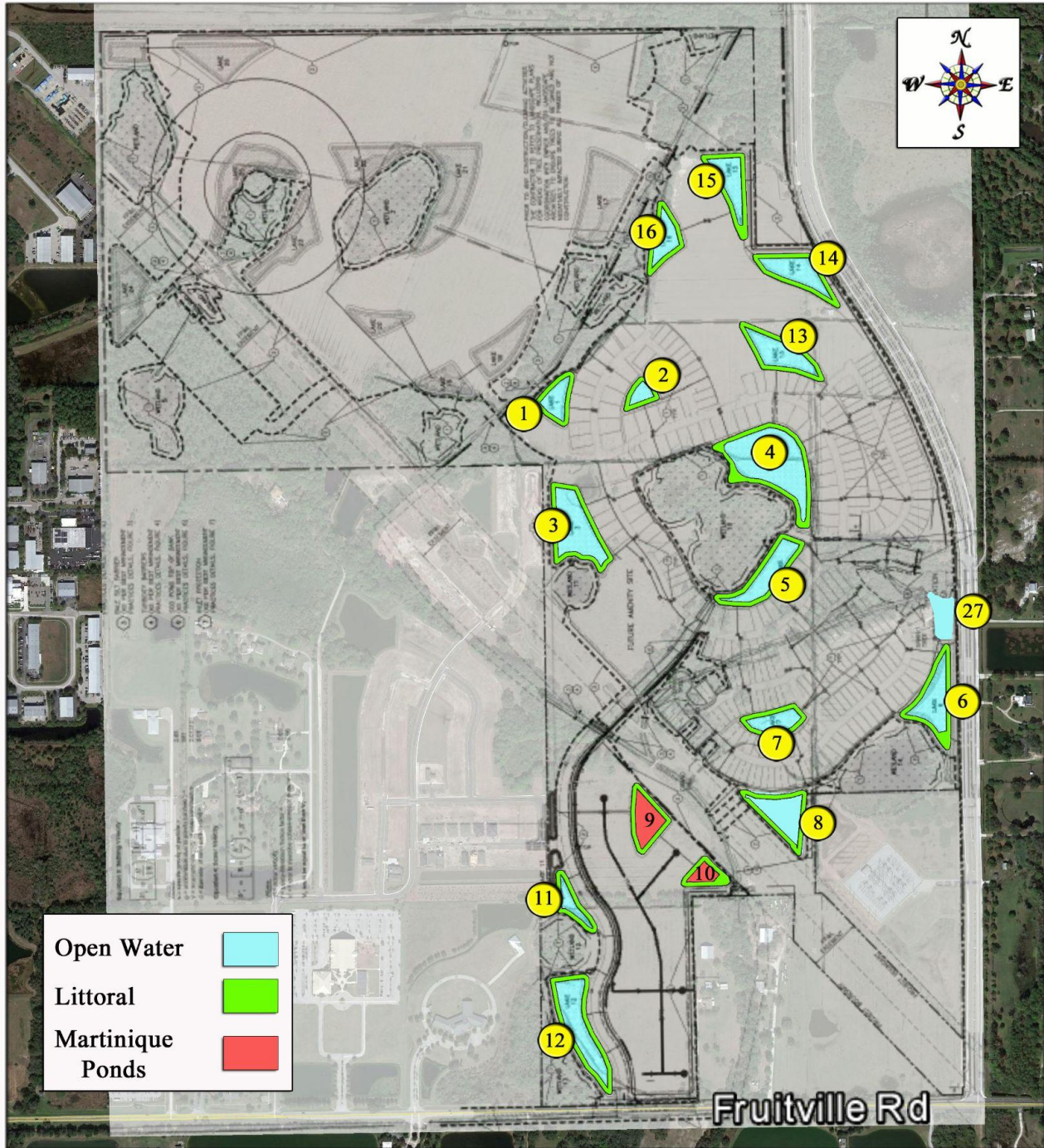
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Windward at Lakewood Ranch CDD

Sarasota, FL.

1-888-480-5253



EFR 10/2021

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Windward at Lakewood Ranch Community Development District

Review and Discussion of the Solitude Lake Management
Monitoring Report

Windward @ LKR
Littoral Shelves
Sarasota, FL

Littoral Shelves Ponds 1-16
Phase 1
3rd Annual Report
(2nd by SOLitude)

Submitted in September 2021
For September 2021

Prepared for:

Vivian Carvalho - Dist. Manager
12051 Corporate Boulevard
Orlando, FL 32817
(407) 723-5900
carvalhov@pfm.com

Submitted to:

Sarasota County Resource Protection
Attention: Ms. Andrea P. Lipstein
1001 Sarasota Center Blvd.
Sarasota, FL 34240
(941) 861-5000

Prepared By:

SOLitude Lake Management
Sarasota Office
2100 N.W. 33rd Street
Pompano Beach, Fl. 33069
1-800-432-4302

Introduction:

Windward at Lakewood Ranch CDD is located at the corner of Loraine Road and Fruitville Road, with a total pond acreage of approximately 19.71. Planting was conducted by Eco-Logic Services in early August 2020 within the littoral areas and more of the littoral areas will be planted when water levels and banks are more stabilized, as stated by Eco-Logic Services.

History:

First plantings were performed by Eco-Logic Services in August of 2020; more plantings will follow with more stabilized banks and water levels as stated by Eco-Logic Services.

Success Criteria:

The littoral zones will be deemed successful if the species coverage of beneficial, native species remains above 65% and the nuisance or exotic species stays below 15%. The shelf is to be maintained in perpetuity.

Methods:

Data for this monitoring event was gathered on April 14th, 2021. Methods used for plant coverage will be qualitative if more plantings are necessary. Photo stations are indicated and identified on the enclosed overview map (See Figure 3). Water levels were determined using a gauge at the control structure at the time of reporting.

Results:

Pond 1: Pond 1 does not meet the minimum requirements for native coverage with it resting at 40%, while invasive/exotic species rest at 46% (Dataset 1).

Pond 2: Pond 2 does not meet the minimum requirements for native coverage with it resting at 62%, while invasive/exotic species rest at 2% (Dataset 2).

Pond 3: Pond 3 does not meet the minimum requirements for native coverage with it resting at 15.5%, while invasive/exotic species rest at 14% (Dataset 3).

Pond 4: Pond 4 does not meet the minimum requirements for native coverage with it resting at 25%, while invasive/exotic species rest at 1% (Dataset 4).

Pond 5: Pond 5 does meet the minimum requirements for native coverage with it resting at 93%, while invasive/exotic species rest at 2%(Dataset 5).

Pond 6: Pond 6 does not meet the minimum requirements for native coverage with it resting at 35%, while invasive/exotic species rest at 7% (Dataset 6).

Pond 7: Pond 7 does not meet the minimum requirements for native coverage with it resting at 64%, while invasive/exotic species rest at 1.5% (Dataset 7).

Pond 8: Pond 8 does not meet the minimum requirements for native coverage with it resting at 35%, while invasive/exotic species rest at 8% (Dataset 8).

Pond 9: Pond 9 does not meet the minimum requirements for native coverage with it resting at 1%, while invasive/exotic species rests at 72% (Dataset 9).

Pond 10: Pond 10 does not meet the minimum requirements for native coverage with it resting at 24%, while invasive/exotic species rests at 25% (Dataset 10).

Pond 11: Pond 11 meets the minimum requirements for native coverage with it resting at 71.5%, while invasive/exotic species rest at 4.5% (Dataset 11).

Pond 12: Pond 12 does not meet the minimum requirements for native coverage with it resting at 0%, while invasive/exotic species rest at 3% (Dataset 12).

Pond 13: Pond 13 does not meet the minimum requirements for native coverage with it resting at 19%, while invasive/exotic species rest at 1% (Dataset 13).

Pond 14: Pond 14 does meet the minimum requirements for native coverage with it resting at 88%, while invasive/exotic species rest at 2.5%(Dataset 14).

Pond 15: Pond 15 does meet the minimum requirements for native coverage with it resting at 80.5%, while invasive/exotic species rest at 8%(Dataset 15).

Pond 16: Pond 16 does not meet the minimum requirements for native coverage with it resting at 30.5%, while invasive/exotic species rest at 3.5% (Dataset 16).

Discussion:

Sites 5, 11, 14 and 15 meet the success criteria to be taken off of monitoring, however, sites 1-4, 6-10, 12, 13, and 16 do not. Until the community has gone through a year of monitoring, we cannot get any sites released. Thus, we expect as the property develops, we will have more native vegetation growth and more than site 5, 11, 14 and 15 to be released in the spring of 2022.

Monitoring:

The littoral shelves will be monitored semi-annually each year until they reach success criteria. A Time Zero report was submitted by Eco-Logical Services in August 2020.

Maintenance:

Monthly maintenance will be conducted by Solitude Lake Management throughout the year to control nuisance and exotic species within the littoral zones. Maintenance consists of selective hand application of herbicides and algaecides approved for use in an aquatic environment. All beneficial native vegetation within the littoral areas will remain in perpetuity and will not be removed, cut, or treated in any way that would cause harm.

Remedial Recommendations:

Supplemental plantings of sites 3, 4, 9, 10, 12, 13, and 16 are recommended to reach the minimum criteria set by the county to be released from monitoring.

Datasheets:

Datasheet 1

Project Name: Windward Littoral Monitoring

Site Number: Pond 1

Water Level: 6" above

Monitoring Date: September 13th, 2021

Monitoring Event: 2nd Semi -annual

Scientific Name	Common Name	Percent Coverage
Native/Desirable Species		
<i>Sagittaria lancifolia</i>	Duck Potato	8%
<i>Pontederai cordata</i>	Pickerelweed	20%
<i>Eleocharis sp.</i>	Gulf Spikerush	12%
Total Desirable Coverage %		40%
Invasive/Exotic Species		
<i>Panicum repens</i>	Torpedograss	35%
<i>Typha latifolia</i>	Cattails	3%
<i>Ludwigia peruviana</i>	Peruvian Primrose Willow	5%
<i>Cyperus sp.</i>	Misc. Sedges	2%
<i>Ammannia coccinea</i>	Valley Redstem	1%
Total Invasive/Exotic Coverage %		46%
Total Vegetative Cover		86%

Datasheet 2

Project Name: Windward Littoral Monitoring

Site Number: Pond 2

Water Level: 6" above

Monitoring Date: September 13th, 2021

Monitoring Event: 2nd Semi -annual

Scientific Name	Common Name	Percent Coverage
Native/Desirable Species		
<i>Sagittaria lancifolia</i>	Duck Potato	35%
<i>Pontederai cordata</i>	Pickerelweed	10%
<i>Eleocharis sp.</i>	Gulf Spikerush	15%
<i>Hydrocotyle sp.</i>	Pennywort	1%
<i>Nymphaea odorata</i>	American white water-lily	1%
Total Desirable Coverage %		62%
Invasive/Exotic Species		
<i>Panicum repens</i>	Torpedograss	1%
<i>Typha latifolia</i>	Cattails	1%
Total Invasive/Exotic Coverage %		2%
Total Vegetative Cover		64%

Datasheet 3

Project Name: Windward Littoral Monitoring

Site Number: Pond 3

Water Level: 6" above

Monitoring Date: September 13th, 2021

Monitoring Event: 2nd Semi -annual

Scientific Name	Common Name	Percent Coverage
Native/Desirable Species		
<i>Sagittaria lancifolia</i>	Duck Potato	3%
<i>Pontederai cordata</i>	Pickerelweed	4%
<i>Eleocharis sp.</i>	Gulf Spikerush	0.5%
<i>Hydrocotyle sp.</i>	Pennywort	7%
<i>Polygonum hydropiperoides</i>	Smartweed	1%
Total Desirable Coverage %		15.5%
Invasive/Exotic Species		
<i>Panicum repens</i>	Torpedograss	5%
<i>Ludwigia peruviana</i>	Peruvian Primrose Willow	2%
<i>Hymenachne amplexicaulis</i>	West Indian Marsh Grass	1%
<i>Alternanthera philoxeroides</i>	Alligatorweed	5%
<i>Ludwigia peploides</i>	Creeping Primrose Willow	1%
Total Invasive/Exotic Coverage %		14%
Total Vegetative Cover		29.5%

Datasheet 4

Project Name: Windward Littoral Monitoring

Site Number: Pond 4

Water Level: 6" above

Monitoring Date: September 13th, 2021

Monitoring Event: 2nd Semi -annual

Scientific Name	Common Name	Percent Coverage
Native/Desirable Species		
<i>Hydrocotyle sp.</i>	Pennywort	1%
<i>Sagittaria lancifolia</i>	Duck Potato	11%
<i>Eleocharis sp.</i>	Gulf Spikerush	4%
<i>Pontederia cordata</i>	Pickerelweed	9%
Total Desirable Coverage %		25%
Invasive/Exotic Species		
<i>Alternanthera philoxeroides</i>	Alligatorweed	0.5%
<i>Panicum repens</i>	Torpedograss	0.5%
Total Invasive/Exotic Coverage %		1%
Total Vegetative Cover		26%

Datasheet 5

Project Name: Windward Littoral Monitoring

Site Number: Pond 5

Water Level: 8" above

Monitoring Date: September 13th, 2021

Monitoring Event: 2nd Semi-annual

Scientific Name	Common Name	Percent Coverage
Native/Desirable Species		
<i>Hydrocotyle sp.</i>	Pennywort	1%
<i>Sagittaria lancifolia</i>	Duck Potato	34%
<i>Eleocharis sp.</i>	Gulf Spikerush	27%
<i>Pontederia cordata</i>	Pickerelweed	15%
<i>Canna flaccida</i>	Golden Canna	16%
Total Desirable Coverage %		93%
Invasive/Exotic Species		
<i>Alternanthera philoxeroides</i>	Alligatorweed	0.5%
<i>Panicum repens</i>	Torpedograss	0.5%
<i>Ludwigia peruviana</i>	Peruvian Primrose Willow	0.5%
<i>Typha latifolia</i>	Cattails	0.5%
Total Invasive/Exotic Coverage %		2%
Total Vegetative Cover		
		95%

Datasheet 6

Project Name: Windward Littoral Monitoring

Site Number: Pond 6

Water Level: 1 ft. above

Monitoring Date: September 13th, 2021

Monitoring Event: 2nd Semi -annual

Scientific Name	Common Name	Percent Coverage
Native/Desirable Species		
<i>Sagittaria lancifolia</i>	Duck Potato	10%
<i>Eleocharis sp.</i>	Gulf Spikerush	10%
<i>Pontederia cordata</i>	Pickerelweed	15%
Total Desirable Coverage %		35%
Invasive/Exotic Species		
<i>Alternanthera philoxeroides</i>	Alligatorweed	0.5%
<i>Panicum repens</i>	Torpedograss	1%
<i>Ludwigia peruviana</i>	Peruvian Primrose-willow	0.5%
<i>Hymenachne amplexicaulis</i>	West Indian Marsh Grass	5%
Total Invasive/Exotic Coverage %		7%
Total Vegetative Cover		
		42%

Datasheet 7

Project Name: Windward Littoral Monitoring

Site Number: Pond 7

Water Level: 6" above

Monitoring Date: September 13th, 2021

Monitoring Event: 2nd Semi -annual

Scientific Name	Common Name	Percent Coverage
Native/Desirable Species		
<i>Hydrocotyle sp.</i>	Pennywort	1%
<i>Sagittaria lancifolia</i>	Duck Potato	40%
<i>Eleocharis sp.</i>	Gulf Spikerush	8%
<i>Pontederia cordata</i>	Pickerelweed	15%
Total Desirable Coverage %		64%
Invasive/Exotic Species		
<i>Hymenachne amplexicaulis</i>	West Indian Marsh Grass	1%
<i>Panicum repens</i>	Torpedograss	0.5%
Total Invasive/Exotic Coverage %		1.5%
Total Vegetative Cover		
		65.5%

Datasheet 8

Project Name: Windward Littoral Monitoring

Site Number: Pond 8

Water Level: 6" above

Monitoring Date: September 13th, 2021

Monitoring Event: 2nd Semi -annual

Scientific Name	Common Name	Percent Coverage
Native/Desirable Species		
<i>Sagittaria lancifolia</i>	Duck Potato	12%
<i>Eleocharis sp.</i>	Gulf Spikerush	8%
<i>Pontederia cordata</i>	Pickerelweed	15%
Total Desirable Coverage %		35%
Invasive/Exotic Species		
<i>Panicum repens</i>	Torpedograss	7%
<i>Hymenachne amplexicaulis</i>	West Indian Marsh Grass	1%
Total Invasive/Exotic Coverage %		8%
Total Vegetative Cover		
		46%

Dataset 9

Project Name: Windward Littoral Monitoring

Site Number: Pond 9

Water Level: 2" above

Monitoring Date: September 13th, 2021

Monitoring Event: 1st Semi -annual

Scientific Name	Common Name	Percent Coverage
Native/Desirable Species		
<i>Sagittaria lancifolia</i>	Duck Potato	1%
Total Desirable Coverage %		
		1%
Invasive/Exotic Species		
<i>Alternanthera philoxeroides</i>	Alligatorweed	30%
<i>Panicum repens</i>	Torpedograss	40%
<i>Hymenachne amplexicaulis</i>	West Indian Marsh Grass	2%
Total Invasive/Exotic Coverage %		
		72%
Total Vegetative Cover		
		73%

Dataset 10

Project Name: Windward Littoral Monitoring

Site Number: Pond 10

Water Level: 6" above

Monitoring Date: September 13th, 2021

Monitoring Event: 1st Semi -annual

Scientific Name	Common Name	Percent Coverage
Native/Desirable Species		
<i>Pontederia cordata</i>	Pickerelweed	3%
<i>Sagittaria lancifolia</i>	Duck Potato	20%
<i>Eleocharis sp.</i>	Gulf Spikerush	1%
Total Desirable Coverage %		24%
Invasive/Exotic Species		
<i>Alternanthera philoxeroides</i>	Alligatorweed	5%
<i>Panicum repens</i>	Torpedograss	15%
<i>Ludwigia peruviana</i>	Peruvian Primrose-willow	5%
Total Invasive/Exotic Coverage %		25%
Total Vegetative Cover		53%

Datasheet 11

Project Name: Windward Littoral Monitoring

Site Number: Pond 11

Water Level: 4" above

Monitoring Date: September 13th, 2021

Monitoring Event: 2nd Semi -annual

Scientific Name	Common Name	Percent Coverage
Native/Desirable Species		
<i>Hydrocotyle sp.</i>	Pennywort	0.5%
<i>Sagittaria lancifolia</i>	Duck Potato	1%
<i>Eleocharis sp.</i>	Gulf Spikerush	70%
Total Desirable Coverage %		71.5%
Invasive/Exotic Species		
<i>Alternanthera philoxeroides</i>	Alligatorweed	0.5%
<i>Panicum repens</i>	Torpedograss	1%
<i>Hymenachne amplexicaulis</i>	West Indian Marsh Grass	3%
Total Invasive/Exotic Coverage %		4.5%
Total Vegetative Cover		76%

Datasheet 12

Project Name: Windward Littoral Monitoring

Site Number: Pond 12

Water Level: 1' above

Monitoring Date: September 13th, 2021

Monitoring Event: 2nd Semi -annual

Scientific Name	Common Name	Percent Coverage
Native/Desirable Species		
Total Desirable Coverage %		0%
Invasive/Exotic Species		
<i>Alternanthera philoxeroides</i>	Alligatorweed	0.5%
<i>Panicum repens</i>	Torpedograss	0.5%
<i>Cyperus sp.</i>	Misc. Sedges	2%
Total Invasive/Exotic Coverage %		3%
Total Vegetative Cover		3%

Datasheet 13

Project Name: Windward Littoral Monitoring

Site Number: Pond 13

Water Level: Normal

Monitoring Date: September 13th, 2021

Monitoring Event: 2nd Semi -annual

Scientific Name	Common Name	Percent Coverage
Native/Desirable Species		
<i>Sagittaria lancifolia</i>	Duck Potato	5%
<i>Eleocharis sp.</i>	Gulf Spikerush	2%
<i>Pntederia cordata</i>	Pickerelweed	12%
Total Desirable Coverage %		19%
Invasive/Exotic Species		
<i>Typha latifolia</i>	Cattails	0.5%
<i>Panicum repens</i>	Torpedograss	0.5%
Total Invasive/Exotic Coverage %		1%
Total Vegetative Cover		20%

Datasheet 14

Project Name: Windward Littoral Monitoring

Site Number: Pond 14

Water Level: Normal

Monitoring Date: September 13th, 2021

Monitoring Event: 2nd Semi -annual

Scientific Name	Common Name	Percent Coverage
Native/Desirable Species		
<i>Sagittaria lancifolia</i>	Duck Potato	18%
<i>Eleocharis sp.</i>	Gulf Spikerush	65%
<i>Pontederia cordata</i>	Pickerelweed	5%
Total Desirable Coverage %		88%
Invasive/Exotic Species		
<i>Ludwigia peruviana</i>	Peruvian Primrose-willow	0.5%
<i>Panicum repens</i>	Torpedograss	1.5%
<i>Typha latifolia</i>	Cattails	0.5%
Total Invasive/Exotic Coverage %		2.5%
Total Vegetative Cover		90.5%

Datasheet 15

Project Name: Windward Littoral Monitoring

Site Number: Pond 15

Water Level: Normal

Monitoring Date: September 13th, 2021

Monitoring Event: 2nd Semi -annual

Scientific Name	Common Name	Percent Coverage
Native/Desirable Species		
<i>Sagittaria lancifolia</i>	Duck Potato	25%
<i>Eleocharis sp.</i>	Gulf Spikerush	55%
<i>Pontederia cordata</i>	Pickerelweed	0.5%
Total Desirable Coverage %		80.5%
Invasive/Exotic Species		
<i>Panicum repens</i>	Torpedograss	2.5%
<i>Typha latifolia</i>	Cattails	2.5%
<i>Cyperus sp.</i>	Misc. Sedges	1%
<i>Ludwigia peruviana</i>	Peruvian Primrose-willow	2%
Total Invasive/Exotic Coverage %		8%
Total Vegetative Cover		
		88.5%

Datasheet 16

Project Name: Windward Littoral Monitoring

Site Number: Pond 16

Water Level: Normal

Monitoring Date: September 13th, 2021

Monitoring Event: 2nd Semi -annual

Scientific Name	Common Name	Percent Coverage
Native/Desirable Species		
<i>Hydrocotyle sp.</i>	Pennywort	0.5%
<i>Sagittaria lancifolia</i>	Duck Potato	12%
<i>Eleocharis sp.</i>	Gulf Spikerush	10%
<i>Pontederia cordata</i>	Pickerelweed	8%
Total Desirable Coverage %		30.5%
Invasive/Exotic Species		
<i>Panicum repens</i>	Torpedograss	1%
<i>Typha latifolia</i>	Cattails	2.5%
Total Invasive/Exotic Coverage %		3.5%
Total Vegetative Cover		
		34%

Tables:

August 2020 (By Eco-Logical)	April 2021
September 2021	

Table 1: Displays the monitoring schedule for Phase 1 littoral shelves.

Date	Monitoring Event	Desirable Coverage (%)	Invasive/Exotic Coverage (%)
4/2021	1st Semi-annual	0%	15%
9/2021	2nd Semi-annual	40%	46%

Table 1: Displays the monitoring history of pond 1

Date	Monitoring Event	Desirable Coverage (%)	Invasive/Exotic Coverage (%)
4/2021	1st Semi-annual	0%	2%
9/2021	2nd Semi-annual	62%	2%

Table 2: Displays the monitoring history of pond 2

Date	Monitoring Event	Desirable Coverage (%)	Invasive/Exotic Coverage (%)
4/2021	1st Semi-annual	3%	2%
9/2021	2nd Semi-annual	15.5%	14%

Table 3: Displays the monitoring history of pond 3

Date	Monitoring Event	Desirable Coverage (%)	Invasive/Exotic Coverage (%)
4/2021	1st Semi-annual	14%	1.5%
9/2021	2nd Semi-annual	25%	1%

Table 4: Displays the monitoring history of pond 4

Date	Monitoring Event	Desirable Coverage (%)	Invasive/Exotic Coverage (%)
4/2021	1st Semi-annual	79%	2.5%
9/2021	2nd Semi-annual	93%	2%

Table 5: Displays the monitoring history of pond 5

Date	Monitoring Event	Desirable Coverage (%)	Invasive/Exotic Coverage (%)
4/2021	1st Semi-annual	0%	4%
9/2021	2nd Semi-annual	35%	7%

Table 6: Displays the monitoring history of pond 6

Date	Monitoring Event	Desirable Coverage (%)	Invasive/Exotic Coverage (%)
4/2021	1st Semi-annual	0%	2%
9/2021	2nd Semi-annual	64%	1.5%

Table 7: Displays the monitoring history of pond 7

Date	Monitoring Event	Desirable Coverage (%)	Invasive/Exotic Coverage (%)
4/2021	1st Semi-annual	0%	3%
9/2021	2nd Semi-annual	35%	8%

Table 8: Displays the monitoring history of pond 8

Date	Monitoring Event	Desirable Coverage (%)	Invasive/Exotic Coverage (%)
9/2021	1st Semi-annual	1%	72%

Table 9: Displays the monitoring history of pond 9

Date	Monitoring Event	Desirable Coverage (%)	Invasive/Exotic Coverage (%)
9/2021	1st Semi-annual	24%	25%

Table 10: Displays the monitoring history of pond 10

Date	Monitoring Event	Desirable Coverage (%)	Invasive/Exotic Coverage (%)
4/2021	1st Semi-annual	50.5%	2.5%
9/2021	2nd Semi-annual	71.5%	4.5%

Table 11: Displays the monitoring history of pond 11

Date	Monitoring Event	Desirable Coverage (%)	Invasive/Exotic Coverage (%)
4/2021	1st Semi-annual	0%	1.5%
9/2021	2nd Semi-annual	0%	3%

Table 12: Displays the monitoring history of pond 12

Date	Monitoring Event	Desirable Coverage (%)	Invasive/Exotic Coverage (%)
4/2021	1st Semi-annual	61%	0.5%
9/2021	2nd Semi-annual	19%	1%

Table 13: Displays the monitoring history of pond 13

Date	Monitoring Event	Desirable Coverage (%)	Invasive/Exotic Coverage (%)
4/2021	1st Semi-annual	80%	0.5%
9/2021	2nd Semi-annual	88%	2.5%

Table 14: Displays the monitoring history of pond 14

Date	Monitoring Event	Desirable Coverage (%)	Invasive/Exotic Coverage (%)
4/2021	1st Semi-annual	65%	5%
9/2021	2nd Semi-annual	80.5%	8%

Table 15: Displays the monitoring history of pond 15

Date	Monitoring Event	Desirable Coverage (%)	Invasive/Exotic Coverage (%)
4/2021	1st Semi-annual	0.5%	5.5%
9/2021	2nd Semi-annual	30.5%	3.5%

Table 16: Displays the monitoring history of pond 16

Figures:

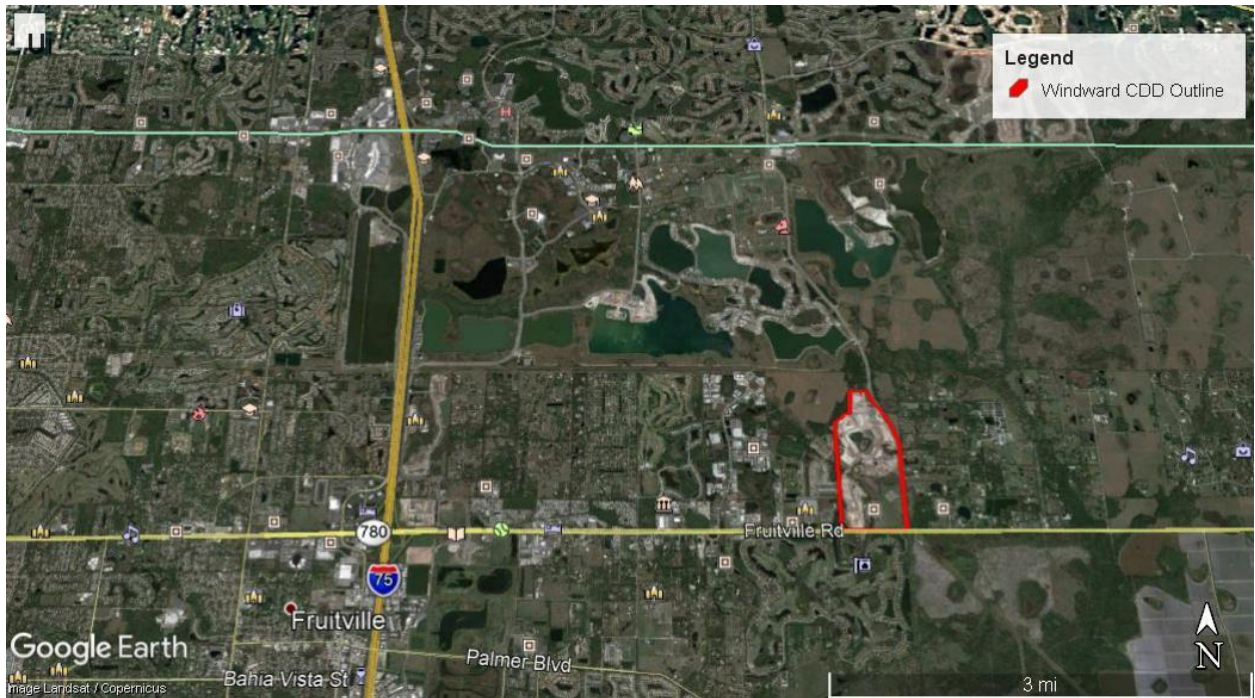


Figure 1: Displays a map of the project location within Sarasota

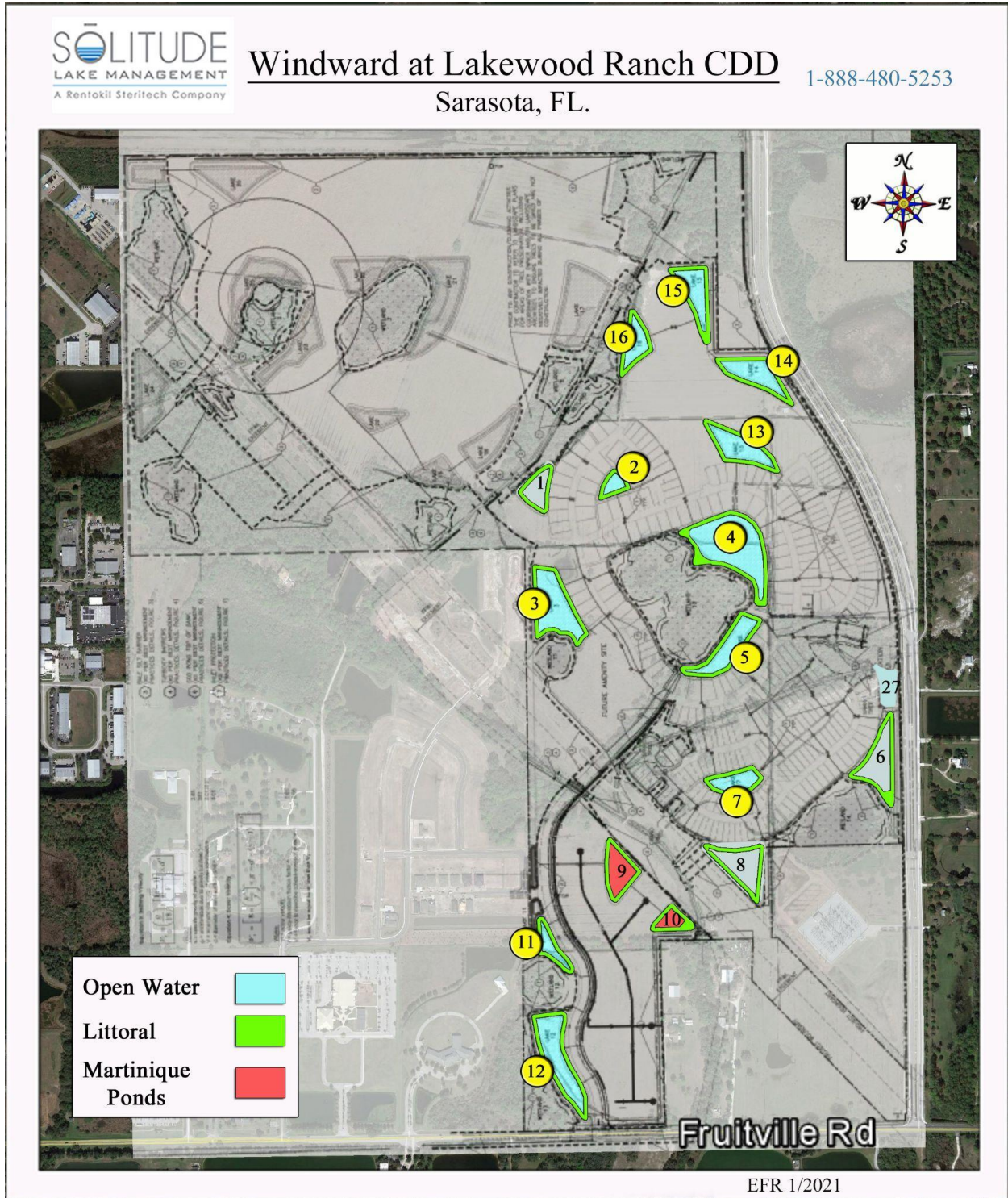


Figure 2: Displays the Windward ponds and their littoral shelves

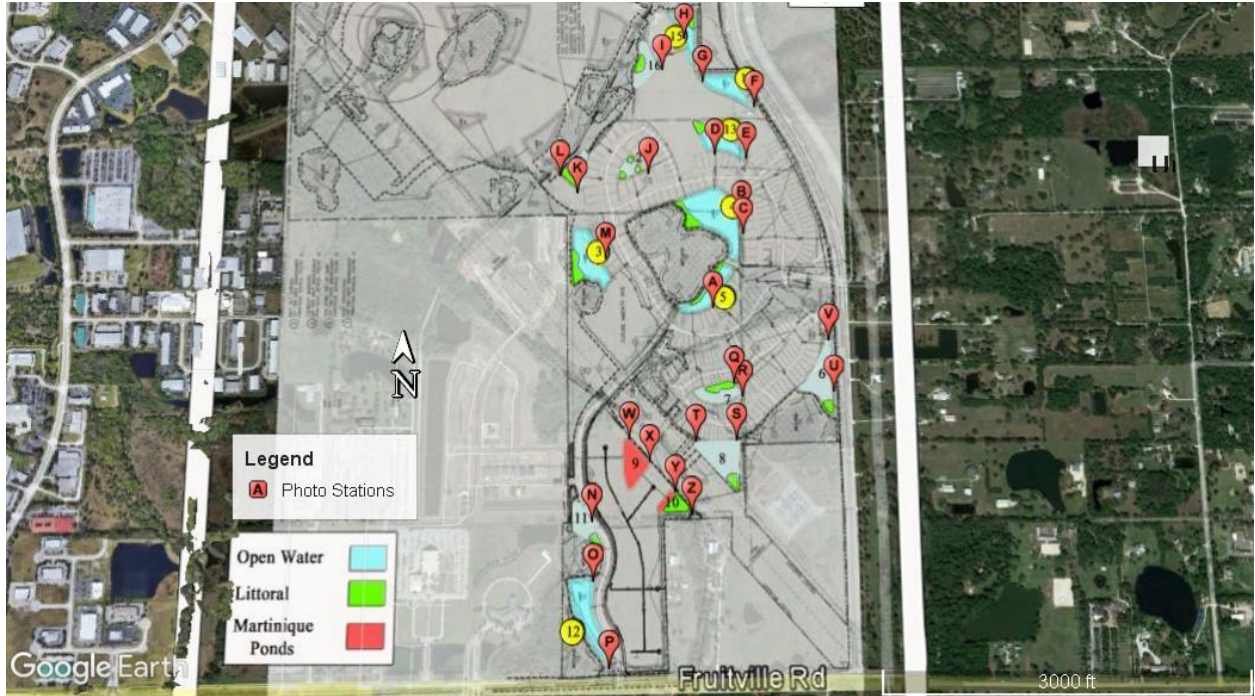


Figure 3: Displays the photo station locations within Windward

Photos:



Photo 1: Taken from Photo Station A, site 5, facing southwest.



Photo 2: Taken from Photo Station A, site 5, facing north.



Photo 3: Taken from Photo Station B, site 4, facing northwest.



Photo 4: Taken from Photo Station C, site 4, facing south.



Photo 5: Taken from Photo Station D, site 13, facing north.



Photo 6: Taken from Photo Station E, site 13, facing northwest.



Photo 7: Taken from Photo Station F, site 14, facing northwest.



Photo 8: Taken from Photo Station G, site 14, facing east.



Photo 9: Taken from Photo Station H, site 15, facing south.



Photo 10: Taken from Photo Station H, site 15, facing northwest.



Photo 11: Taken from Photo Station I, site 16, facing northwest.



Photo 12: Taken from Photo Station I, site 16, facing southwest.



Photo 13: Taken from Photo Station J, site 2, facing northwest.



Photo 14: Taken from Photo Station J, site 2, facing southwest.



Photo 15: Taken from Photo Station K, site 1, facing west.



Photo 16: Taken from Photo Station L, site 1, facing north.



Photo 17: Taken from Photo Station M, site 3, facing northwest.



Photo 18: Taken from Photo Station M, site 3, facing south.



Photo 19: Taken from Photo Station N, site 11, facing north.



Photo 20: Taken from Photo Station N, site 11 facing south.

Windward @ LKR CDD Littoral Monitoring Phase 1. September 2021



Photo 21: Taken from Photo Station O, site 12, facing south.



Photo 22: Taken from Photo Station P, site 12, facing north.



Photo 23: Taken from Photo Station Q, site 7, facing west.



Photo 24: Taken from Photo Station R, site 7, facing west.



Photo 25: Taken from Photo Station S, site 8, facing south.



Photo 26: Taken from Photo Station T, site 8, facing south.



Photo 27: Taken from Photo Station U, site 6, facing north.



Photo 28: Taken from Photo Station V, site 6, facing south.



Photo 29: Taken from Photo Station W, site 9, facing south.



Photo 30: Taken from Photo Station X, site 9, facing southwest.



Photo 31: Taken from Photo Station Y, site 10, facing southeast.



Photo 32: Taken from Photo Station Z, site 10, facing northwest.



Stantec Consulting Services Inc.
 6900 Professional Parkway East
 Sarasota FL 34240-8414
 Tel: (941) 907-6900
 Fax: (941) 907-6910

September 21, 2021

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

Windward at Lakewood Ranch Community Development District
 c/o PFM Group Consulting LLC
 12051 Corporate Blvd.
 Orlando, FL 32817

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

Reference: **Specific Authorization No. 5
 Professional Services Proposal for The Windward at Lakewood Ranch Community
 Development District - General District Engineer Services for Fiscal Year 2021/2022**

Dear Ms. Carvalho:

Enclosed is the Specific Authorization (SA) proposal for general engineering services we discussed at the last Board meeting.

This SA is attached to and made a part of the General Provisions attached to Agreement made between Windward at Lakewood Ranch Community Development District and Stantec Consulting Services Inc. (Engineer), providing for professional services. The Basic Services of Engineer as described in said General Provisions are amended or supplemented as indicated below.

Engineer shall:

- a. Prepare for and attend Board meetings.
- b. Assist in preparation of District procedures as directed by the Board.
- c. Perform additional services as requested by the Board.

These services will be performed on a T/M basis at our standard rates if effect at the time of the service.

Task	Services	Fee Type	Fee Amount
230	General Engineering Services FY 2021	T/M	\$ 15,000



If this proposal is acceptable to you, please sign in the space provided and return to our office. Should you have any questions regarding this matter, please call me.

Sincerely,

Stantec Consulting Services Inc.

Michael A. Kennedy, PE
District Engineer/ Executive Vice President
Tel: (941) 907-6900
E-Mail: mike.kennedy@stantec.com

Christopher A. Wilhoit, PE
Assistance District Engineer/ Vice President
Tel: (941) 907-69000
E-Mail: Kris.wilhoit@stantec.com

ACCEPTANCE AND AUTHORIZATION TO PROCEED

1. If this Proposal/ Agreement satisfactorily sets forth Client's entire understanding of the agreement, please sign in the space provided and return it to Stantec Consulting Services Inc. as authorization to proceed with the work.
2. I HEREBY AUTHORIZE the performance of the services as described herein and agree to pay the charges resulting thereby as identified above in accordance with the Master Services Agreement between Fieldstone Community Development District and Stantec Consulting Services Inc. and agree hereto and that it be made a part of the Master Services Agreement. I warrant and represent that I am authorized to enter into this Agreement on behalf of Windward at Lakewood Ranch Community Development District.

Authorized Signature

Title

Representing

Date

**Windward at Lakewood Ranch
Community Development District**

Ratification of Property Appraiser Agreement

AGREEMENT

THIS AGREEMENT made and entered into as of September 20, 2021, by and between the WINDWARD AT LAKEWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT, a separate legal entity and local government under Section 163.01(7), F.S. whose address is 3501 QUADRANGLE BLVD SUITE 270, ORLANDO FL 32817 hereinafter referred to as " the LOCAL GOVERNING BOARD" and BILL FURST, PROPERTY APPRAISER of Sarasota County, whose address is 2001 Adams Lane, Sarasota, FL 34237, hereinafter referred to as "PROPERTY APPRAISER".

WITNESSETH

WHEREAS, the LOCAL GOVERNING BOARD certifies that it has established a non-ad valorem, assessment district called WINDWARD AT LAKEWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT and is authorized to impose Non-Ad Valorem assessments and by Resolution 2020-29 has expressed its intent to implement the UNIFORM METHOD FOR THE COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS, as authorized by §197.3632, F.S.

WHEREAS, Section 197.3632(2), F.S., provides that the LOCAL GOVERNING BOARD shall enter into a written agreement with the PROPERTY APPRAISER providing for the reimbursement of necessary administrative costs incurred by the PROPERTY APPRAISER.

NOW, THEREFORE, for and in consideration of the foregoing, including mutual terms, covenants and conditions herein contained, the parties do contract and agree as follows:

ARTICLE I

Purpose

The purpose of this agreement is to establish the terms and conditions under which the PROPERTY APPRAISER and the LOCAL GOVERNING BOARD shall comply with the provisions set forth in §197.3632, F.S.

ARTICLE II

Term

This Agreement shall become effective upon execution and shall run through the end of the calendar year and shall automatically be renewed thereafter, for successive periods, not to exceed one year each unless terminated by the LOCAL GOVERNING BOARD or the PROPERTY APPRAISER. A notice of cancellation shall be in writing and delivered to the other party by January 10 of the calendar year in which either party intends to cancel.

ARTICLE III

Compliance with Laws and Regulations

The parties shall abide by all Florida statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments and any ordinances or resolutions promulgated by the LOCAL GOVERNING BOARD not inconsistent with, nor contrary to, the provisions set forth in §197.3632, F.S., other applicable Florida laws, and any successor provision, and any applicable rules or successor rules promulgated by the Department of Revenue.

ARTICLE IV

Duties and Responsibilities of the LOCAL GOVERNING BOARD

The LOCAL GOVERNING BOARD agrees, covenants, and contracts to:

Provide notice to the PROPERTY APPRAISER of any Ordinance and Resolution creating a new Non-Ad Valorem District or amending an existing Non-Ad Valorem District.

Post the non-ad valorem assessment for each parcel on a non-ad valorem assessment roll in a manner that such non-ad valorem assessment roll is free of errors and omissions.

Submit to the PROPERTY APPRAISER non-ad valorem assessment data in the format and by the date specified by the PROPERTY APPRAISER for inclusion in the annual Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments ("TRIM Notice").

Reimburse the PROPERTY APPRAISER for Administrative costs. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, use of computer equipment, postage, and programming.

ARTICLE V
Duties and Responsibilities of the PROPERTY APPRAISER

The PROPERTY APPRAISER agrees, covenants, and contracts to:

By June 1 of each calendar year, provide the LOCAL GOVERNING BOARD, in compatible electronic medium, the information required by §197.3632(3)(b) F.S. for each parcel within the boundaries of the district: 1) the names and addresses of the owners of such property and 2) the property identification number for each parcel in a manner that conforms to the format of the ad valorem assessment roll to the Department of Revenue.

Include non-ad valorem assessments in the annual Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments ("TRIM Notice").

When Administrative costs apply, send the LOCAL GOVERNING BOARD an estimate of Administrative costs for budgeting purposes by June 1st of each year.

ARTICLE VI
Miscellaneous

This agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended or modified, except in writing and signed by the parties hereto.


Should any provision of this agreement be declared to be invalid, the remaining provisions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized officers.

WITNESS


SARASOTA COUNTY PROPERTY APPRAISER
BY: 
BILL FURST
DATE: 9/20/21

WITNESS

LOCAL GOVERNING BOARD REPRESENTATIVE
BY: 
PETE WILLIAMS
DATE: 9/16/21

**Windward at Lakewood Ranch
Community Development District**

Ratification of Funding Requests 83--89

**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request 83-89

FR #	Description	Amount	Total
83	CA Florida Holdings		
		\$ 288.75	
		\$ 2,070.00	
	FPL		
		\$ 1,360.16	
	VGlobalTech		
		\$ 125.00	
			\$3,843.91
84	Eco-Logic Services		
		\$ 16,225.00	
			\$16,225.00
85	Deluxe		
		\$ 125.00	
	Solitude Lake Management		
		\$ 1,009.00	
	Southwest Florida Water Management District		
		\$ 2,491.50	
	Stantec Consulting Services		
		\$ 352.57	
	Supervisor Fees - 09/08/2021 Meeting		
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
			\$4,978.07
86	Stantec Consulting Services		
		\$ 138.00	
			\$ 138.00
87	PFM Group Consulting		
		\$ 1,250.00	
	VGlobalTech		
		\$ 125.00	

**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 083

8/27/2021

Item No.	Vendor	Invoice Number	General Fund
1	CA Florida Holdings		
	Legal Advertising on 07/07/2021 (Ad: 6015040)	3984722	\$ 288.75
	Legal Advertising on 07/22/2021 & 07/29/2021 (Ad: 6086278)	3984722	\$ 2,070.00
2	FPL		
	Street Lights # Windward ; Service 07/22/2021 - 08/23/2021	Acct: 10775-85188	\$ 1,360.16
3	VGlobalTech		
	August Website Maintenance	2965	\$ 125.00
TOTAL			\$ 3,843.91

Venessa Ripoll

Secretary / Assistant Secretary



Board Member

RECEIVED

By Amanda Lane at 1:33 pm, Aug 30, 2021

**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 084

9/3/2021

Item No.	Vendor	Invoice Number	General Fund
1	Eco-Logic Services August Services	1402	\$ 16,225.00
		TOTAL	\$ 16,225.00

Vivian Carvalho

Secretary / Assistant Secretary



Board Member

RECEIVED

By Amanda Lane at 1:53 pm, Sep 07, 2021

**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT**


Funding Request No. 085

9/10/2021

Item No.	Vendor	Invoice Number	General Fund
1	Deluxe Check Order	422565	\$ 125.00
2	Solitude Lake Management September Management Services	PI-A00667622	\$ 1,009.00
3	Southwest Florida Water Management District Permitting Fees for ERP Application No. 832480	--	\$ 2,491.50
4	Stantec Consulting Services Engineering Services Through 09/03/2021	1829831	\$ 352.57
5	Supervisor Fees - 09/08/2021 Meeting John Leinaweaver Sandy Foster Dale Weidemiller Pete Williams John Blakley	-- -- -- -- --	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00
TOTAL			\$ 4,978.07

Vivian Carvalho

Secretary / Assistant Secretary



Board Member

RECEIVED
By Amanda Lane at 6:32 pm, Sep 13, 2021

**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 086

9/10/2021

Item No.	Vendor	Invoice Number	Construction Fund
1	Stantec Consulting Services Ph 2 Engineering Services Through 09/03/2021	1829833	\$ 138.00
		TOTAL	\$ 138.00

Vivian Carvalho

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 6:32 pm, Sep 13, 2021

**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 087

9/17/2021

Item No.	Vendor	Invoice Number	General Fund
1	PFM Group Consulting Series 2020 Dissemination Services 07/01/2021 - 09/30/2021	116960	\$ 1,250.00
2	VGlobalTech September Website Maintenance	3051	\$ 125.00
TOTAL			\$ 1,375.00

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) 723-5900

RECEIVED
By Amanda Lane at 9:31 am, Sep 20, 2021

**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 088

9/17/2021

Item No.	Vendor	Invoice Number	Construction Fund
1	Jon M. Hall Company N1 Ph 2 & N2 Ph 1 Pay Application 8 Through 08/31/2021	--	\$ 777,486.84
		TOTAL	\$ 777,486.84

Venessa Ripoll
Secretary / Assistant Secretary


Board Member

RECEIVED
By Amanda Lane at 9:31 am, Sep 20, 2021

**WINDWARD AT LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 089

9/24/2021

Item No.	Vendor	Invoice Number	General Fund
1	FPL Street Lights # Windward ; Service 08/23/2021 - 09/22/2021	Acct: 10775-85188	\$ 1,360.16
TOTAL			\$ 1,360.16

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
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Windward at Lakewood Ranch Community Development District

Review of District Financial Statements

Windward at Lakewood Ranch CDD
Statement of Financial Position
As of 9/30/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$5,003.49				\$5,003.49
Accounts Receivable - Due from Developer	4,417.94				4,417.94
Deposits	25.00				25.00
Debt Service Reserve (Series 2020-A1)		\$88,878.75			88,878.75
Revenue (Series 2020-A1, A2)		4,712.32			4,712.32
Revenue (Series 2020-A3)		0.12			0.12
Prepayment (Series 2020-A2)		428,129.81			428,129.81
Accounts Receivable - Due from Developer			\$790,883.84		790,883.84
Acq/Constr (Series 2020-A1, A2)			327,015.98		327,015.98
Acq/Constr (Series 2020-A3)			3,317,032.07		3,317,032.07
Total Current Assets	<u>\$9,446.43</u>	<u>\$521,721.00</u>	<u>\$4,434,931.89</u>	<u>\$0.00</u>	<u>\$4,966,099.32</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$521,721.00	\$521,721.00
Amount To Be Provided				16,308,279.00	16,308,279.00
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$16,830,000.00</u>	<u>\$16,830,000.00</u>
Total Assets	<u>\$9,446.43</u>	<u>\$521,721.00</u>	<u>\$4,434,931.89</u>	<u>\$16,830,000.00</u>	<u>\$21,796,099.32</u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$4,417.94				\$4,417.94
Deferred Revenue	4,417.94				4,417.94
Accounts Payable			\$790,883.84		790,883.84
Retainage Payable			372,186.38		372,186.38
Deferred Revenue			790,883.84		790,883.84
Total Current Liabilities	<u>\$8,835.88</u>	<u>\$0.00</u>	<u>\$1,953,954.06</u>	<u>\$0.00</u>	<u>\$1,962,789.94</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$16,830,000.00	\$16,830,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$16,830,000.00</u>	<u>\$16,830,000.00</u>
Total Liabilities	<u>\$8,835.88</u>	<u>\$0.00</u>	<u>\$1,953,954.06</u>	<u>\$16,830,000.00</u>	<u>\$18,792,789.94</u>
<u>Net Assets</u>					
Current Year Net Assets - General Government	610.55				610.55
Current Year Net Assets, Unrestricted		521,721.00			521,721.00
Current Year Net Assets, Unrestricted			2,480,977.83		2,480,977.83
Total Net Assets	<u>\$610.55</u>	<u>\$521,721.00</u>	<u>\$2,480,977.83</u>	<u>\$0.00</u>	<u>\$3,003,309.38</u>
Total Liabilities and Net Assets	<u>\$9,446.43</u>	<u>\$521,721.00</u>	<u>\$4,434,931.89</u>	<u>\$16,830,000.00</u>	<u>\$21,796,099.32</u>

Windward at Lakewood Ranch CDD
Statement of Activities
As of 9/30/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
Revenues					
Developer Contributions	\$169,611.34				\$169,611.34
Other Income & Other Financing Sources	3.47				3.47
Inter-Fund Transfers In	0.01				0.01
Other Assessments		\$932,585.36			932,585.36
Debt Proceeds		88,878.75			88,878.75
Developer Contributions			\$4,149,008.69		4,149,008.69
Other Income & Other Financing Sources			267,120.00		267,120.00
Inter-Fund Transfers In			(0.01)		(0.01)
Debt Proceeds			16,497,621.25		16,497,621.25
Total Revenues	\$169,614.82	\$1,021,464.11	\$20,913,749.93	\$0.00	\$22,104,828.86
Expenses					
Supervisor Fees	\$11,400.00				\$11,400.00
Public Officials' Liability Insurance	2,250.00				2,250.00
Management	20,000.00				20,000.00
Engineering	6,837.50				6,837.50
Dissemination Agent	5,000.00				5,000.00
District Counsel	9,206.50				9,206.50
Audit	2,800.00				2,800.00
Postage & Shipping	157.89				157.89
Legal Advertising	5,126.68				5,126.68
Miscellaneous	2,741.50				2,741.50
Web Site Maintenance	2,400.00				2,400.00
Dues, Licenses, and Fees	175.00				175.00
Wetland Upland Maintenance	16,500.00				16,500.00
Wetlands Monitoring	48,575.00				48,575.00
Pond Contract	10,538.00				10,538.00
Lake/Pond Repair	650.00				650.00
General Insurance	2,750.00				2,750.00
Irrigation Parts	5,039.01				5,039.01
Flower & Plant Replacement	7,340.00				7,340.00
Streetlights	9,517.19				9,517.19
Principal Payments - Series 2020-A1		\$95,000.00			95,000.00
Interest Payments - Series 2020-A1		133,745.63			133,745.63
Interest Payments - Series 2020-A2		180,895.00			180,895.00
Interest Payments - Series 2020-A3		90,108.96			90,108.96
Engineering			\$377,501.46		377,501.46
Contingency			5,406,095.94		5,406,095.94
Developer Repayment			12,649,752.29		12,649,752.29
Total Expenses	\$169,004.27	\$499,749.59	\$18,433,349.69	\$0.00	\$19,102,103.55
Other Revenues (Expenses) & Gains (Losses)					
Interest Income		\$6.48			\$6.48
Interest Income			\$577.59		577.59
Total Other Revenues (Expenses) & Gains (Losses)	\$0.00	\$6.48	\$577.59	\$0.00	\$584.07
Change In Net Assets	\$610.55	\$521,721.00	\$2,480,977.83	\$0.00	\$3,003,309.38
Net Assets At Beginning Of Year	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Assets At End Of Year	\$610.55	\$521,721.00	\$2,480,977.83	\$0.00	\$3,003,309.38

Windward at Lakewood Ranch CDD
 Budget to Actual
 For the Month Ending 09/30/2021

	Year to Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<u>Revenues</u>				
Developer Contributions	\$ 169,611.34	\$ 241,959.00	\$ (72,347.66)	\$ 241,959.00
Other Income & Other Financing Sources	3.47	-	3.47	-
Net Revenues	\$ 169,614.81	\$ 241,959.00	\$ (72,344.19)	\$ 241,959.00
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 11,400.00	\$ 12,000.00	\$ (600.00)	\$ 12,000.00
Public Officials' Insurance	2,250.00	2,250.00	-	2,250.00
Trustee Services	-	6,000.00	(6,000.00)	6,000.00
Management	20,000.00	45,000.00	(25,000.00)	45,000.00
Engineering	6,837.50	15,000.00	(8,162.50)	15,000.00
Dissemination Agent	5,000.00	5,000.00	-	5,000.00
District Counsel	9,206.50	20,000.00	(10,793.50)	20,000.00
Assessment Administration	-	7,500.00	(7,500.00)	7,500.00
Audit	2,800.00	6,000.00	(3,200.00)	6,000.00
Postage & Shipping	157.89	300.00	(142.11)	300.00
Legal Advertising	5,126.68	1,000.00	4,126.68	1,000.00
Miscellaneous	2,741.50	500.00	2,241.50	500.00
Web Site Maintenance	2,400.00	2,700.00	(300.00)	2,700.00
Dues, Licenses, and Fees	175.00	175.00	-	175.00
General Insurance	2,750.00	2,750.00	-	2,750.00
Total General & Administrative Expenses	\$ 70,845.07	\$ 126,175.00	\$ (55,329.93)	\$ 126,175.00
<u>Project Maintenance Expenses</u>				
Well Pump Maintenance	\$ -	\$ 4,500.00	\$ (4,500.00)	\$ 4,500.00
Wetland Maintenance	16,500.00	25,000.00	(8,500.00)	25,000.00
Wetland Contract	48,575.00	36,000.00	12,575.00	36,000.00
Pond Maintenance Contract	10,538.00	15,084.00	(4,546.00)	15,084.00
Pond Maintenance	650.00	20,000.00	(19,350.00)	20,000.00
Irrigation Pump Maintenance Contract	5,039.01	3,200.00	1,839.01	3,200.00
Irrigation Pump Maintenance	-	5,000.00	(5,000.00)	5,000.00
Flower & Plant Replacement	7,340.00	-	7,340.00	-
Drainage Maintenance	-	5,000.00	(5,000.00)	5,000.00
Streetlights	9,517.19	-	9,517.19	-
Curb Replacement	-	2,000.00	(2,000.00)	2,000.00
Total Project Maintenance Expenses	\$ 98,159.20	\$ 115,784.00	\$ (17,624.80)	\$ 115,784.00
Total Expenses	\$ 169,004.27	\$ 241,959.00	\$ (72,954.73)	\$ 241,959.00
Net Income (Loss)	\$ 610.54	\$ -	\$ 610.54	\$ -