

**WINDWARD AT  
LAKEWOOD  
RANCH**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**September 14, 2022**

**REGULAR MEETING  
AGENDA**

**WINDWARD AT  
LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA  
LETTER**

# Windward at Lakewood Ranch Community Development District

## OFFICE OF THE DISTRICT MANAGER

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

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

September 7, 2022

### ATTENDEES:

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

Board of Supervisors

Windward at Lakewood Ranch Community Development District

Dear Board Members:

The Board of Supervisors of the Windward at Lakewood Ranch Community Development District will hold a Regular Meeting on September 14, 2022, at 12:00 P.M., at 5800 Lakewood Ranch Blvd, Sarasota, FL 34240. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Agenda Items (*limited to 3 minutes per individual*)
3. Consideration of Reclaimed Water Use Agreement with Sarasota County for Golf Courses, Common Areas, Apartments and Single-Family Homes
4. Consideration of Interlocal Agreement Between Sarasota County, Florida and the Windward at Lakewood Ranch Community Development District for the Design, Engineering, Permitting, and Ancillary Services of Fruitville Road Widening from Debrecen Road to Lorraine Road
5. Consideration of Stantec Consulting Services Inc., Specific Authorizations
  - A. No. 9: General District Engineering Services for Fiscal Year 2022-2023
  - B. No. 10: Intersection Improvements at Fruitville Road and Founders Club Drive, Fruitville Road and Sarasota Center Boulevard and Fruitville Road and Laceleaf Boulevard - Design, Permitting and Surveying Services
6. Consideration of Hetteema Saba, LLC Fee Proposal for Fruitville Road Right of Way Project
7. Acceptance of Unaudited Financial Statements as of July 31, 2022
8. Approval of August 17, 2022 Public Hearings and Regular Meeting Minutes
9. Staff Reports
  - A. District Counsel: *Vogler Ashton, PLLC*
  - B. District Engineer: *Stantec*

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

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

JOHN LEINAWEAVER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SANDY FOSTER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
DALE WEIDEMILLER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
PETE WILLIAMS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
JOHN BLAKLEY	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

10. Board Members' Comments/Requests
11. Public Comments: Non-Agenda Items (*limited to 3 minutes per individual*)
12. Adjournment

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

Sincerely,



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

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 229 774 8903**



**WINDWARD AT  
LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

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## **RECLAIMED WATER USE AGREEMENT**

### **FOR GOLF COURSES, COMMON AREAS, APARTMENTS AND SINGLE FAMILY HOMES**

**THIS RECLAIMED WATER USE AGREEMENT**, is made and entered into this [redacted] day of [redacted], 2022 by and between Windward at Lakewood Ranch Community Development District (Windward), whose mailing address is 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 (hereinafter referred to as "CUSTOMER") and Sarasota County, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY").

#### **W I T N E S S E T H:**

**WHEREAS**, CUSTOMER has the legal authority to enter into this agreement with respect to certain real property located in Sarasota County, Florida, known as Windward and to grant the easements required hereunder; and

**WHEREAS**, CUSTOMER either has developed, or is in the process of developing, an area (hereinafter called "DEVELOPMENT AREA") on said real property, as more particularly shown on the map attached hereto as Exhibit "A", and by this reference made a part hereof; and

**WHEREAS**, a legal description of the DEVELOPMENT AREA is attached hereto as Exhibit "B", and by this reference made a part hereof; and

**WHEREAS**, there presently exists, or will exist, on said real property land sites designed for the receipt, storage, and use of reclaimed water (hereinafter called the "CUSTOMER'S APPLICATION SYSTEM"), as more particularly shown on Exhibit "C", attached hereto and by this reference made part hereof; and

**WHEREAS**, COUNTY currently provides, or is authorized to provide, sewer utility service to certain real property located in Sarasota County, Florida, granted by the Board of County Commissioners of Sarasota County, Florida under Ordinance No. 72-30, as amended, and Resolution No. 96-042 and subsequent amendments (hereinafter referred to as the "BOARD"); and

**WHEREAS**, COUNTY desires to have a method of and a place for the reuse of reclaimed water by utilizing the CUSTOMER'S APPLICATION SYSTEM and any extensions, improvements, replacements or additions to the CUSTOMER'S APPLICATION SYSTEM that CUSTOMER may elect to construct or develop; and

**WHEREAS**, COUNTY desires to use reclaimed water as a conservation effort for irrigation purposes to conserve the supply of potable water pursuant to the provisions of its Reuse Master Plan; and

**WHEREAS**, CUSTOMER desires to obtain a source of non-potable water with which it can irrigate its DEVELOPMENT AREA; and

**WHEREAS**, both CUSTOMER and COUNTY have a desire to advance the cause of water conservation as being an activity in the public interest within the areas of their operations; and

**WHEREAS**, Sarasota County Resolution No. 93-234 authorized the Director of the Sarasota County Utilities Department or his designee, to enter into, and execute, customer agreements for the use of reclaimed water; and

**WHEREAS**, CUSTOMER and COUNTY desire to reduce to writing their agreement which will permit the reuse of reclaimed water from COUNTY and provide CUSTOMER with a source of non-potable water with which it can irrigate its DEVELOPMENT AREA;

**NOW, THEREFORE**, in consideration of the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration, receipt of which is hereby acknowledged, CUSTOMER and COUNTY hereby covenant and agree as follows:

1. **Delivery and Storage of Reclaimed Water.** CUSTOMER hereby grants to COUNTY the right for a period of ten (10) years (commencing on the date reclaimed water is first delivered to CUSTOMER) to deliver not more than 195,430 gallons per day (hereinafter called "GPD") through CUSTOMER'S APPLICATION SYSTEM for application over approximately 73 acres. COUNTY will deliver the reclaimed water to the CUSTOMER'S APPLICATION SYSTEM at a point on or near a boundary of the DEVELOPMENT AREA (hereinafter called "POINT OF DELIVERY"), via a reclaimed water delivery system. The term of this Agreement will be extended automatically for renewal terms of ten (10) years unless this Agreement is terminated by either party hereto at least one (1) year prior to the date any such renewal term would commence. The actual amount of reclaimed water to be delivered by COUNTY shall be determined in the sole discretion of COUNTY. The above-described limitations on the delivery of reclaimed water by COUNTY and the amount of reclaimed water actually delivered by COUNTY shall be determined on the basis of an annual average daily flow of reclaimed water. CUSTOMER shall install flow meters approved by COUNTY at the POINT OF DELIVERY to measure the amount of reclaimed water delivered (hereinafter referred to as "MASTER METER") to CUSTOMER.

2. **Application of Reclaimed Water.** CUSTOMER hereby agrees to apply to the DEVELOPMENT AREA the amount of reclaimed water delivered by COUNTY to the

CUSTOMER'S APPLICATION SYSTEM pursuant to Paragraph 1 above, and to appropriately use this reclaimed water preferentially in lieu of any other water sources including groundwater. CUSTOMER further agrees not to allow it to be used for potable water uses. CUSTOMER agrees that it shall comply with all rules, regulations and permit conditions of all governmental agencies exercising jurisdiction over the use of reclaimed water for the DEVELOPMENT AREA and the SERVICE AREA of COUNTY and the terms and conditions of the Reclaimed Water Policies and Regulations of COUNTY, as may be amended from time to time. CUSTOMER agrees that COUNTY is entitled and empowered to take any and all actions including, but not limited to, terminating reclaimed water utility service to the DEVELOPMENT AREA, and any and all other locations where COUNTY supplies CUSTOMER or its assigns with reclaimed water utility service, when COUNTY, in its sole discretion, determines such actions are necessary to enforce such rules, regulations and permit conditions. Piping and fixtures used for reclaimed water shall be purple in color (Panton 522C) and/or clearly labeled as being for non-potable water. Cross connections between reclaimed water lines and potable water lines are strictly prohibited by Sarasota County Cross Connection Control Ordinance No. 89-19 and Florida Building Code as may be amended from time to time.

CUSTOMER represents and warrants that it will not apply or deliver any reclaimed water received from COUNTY to applications or real property not specified herein. In the event of a dispute between the parties as to whether CUSTOMER may apply or deliver reclaimed water received from COUNTY to a specific portion of the DEVELOPMENT AREA, decisions of the COUNTY shall be conclusive.

3. **Standards for Reclaimed Water.** This Agreement shall not create any express or implied warranties; provided, however, that the reclaimed water delivered by COUNTY to the CUSTOMER'S APPLICATION SYSTEM, shall, at all times, meet all rules, regulations and permit conditions of all governmental agencies exercising jurisdiction over the use of reclaimed water for the DEVELOPMENT AREA within the SERVICE AREA of COUNTY.

4. **Construction, Ownership, Operation and Maintenance of the Reclaimed Water Delivery System Extension.** The COUNTY'S reclaimed water delivery system shall connect to the CUSTOMER'S APPLICATION SYSTEM at the POINT OF DELIVERY as shown on Exhibit "C." The additional pumping stations, mains, lines and other facilities necessary to transport reclaimed water from COUNTY'S existing reclaimed water delivery system to the POINT OF DELIVERY (hereinafter referred to as the "RECLAIMED WATER DELIVERY SYSTEM EXTENSION") are set forth on Exhibit "D", attached hereto and by this reference made a part thereof. COUNTY, at its own expense, shall own, operate and maintain the RECLAIMED WATER DELIVERY SYSTEM EXTENSION. CUSTOMER shall, in accordance with the terms of this Agreement, cause to be constructed and conveyed to COUNTY hereunder, free and clear of all encumbrances and at no cost to COUNTY, the RECLAIMED WATER DELIVERY SYSTEM EXTENSION. CUSTOMER shall submit to COUNTY plans and specifications for the RECLAIMED WATER DELIVERY SYSTEM EXTENSION prepared by CUSTOMER'S engineers, who shall be registered Professional

Engineers. Plans and specifications shall be consistent with the applicable provisions of the COUNTY'S Uniform Water, Wastewater and Reuse System Code, adopted by Ordinance No. 95-068, as the same may be amended from time to time, and shall be approved in writing by COUNTY prior to CUSTOMER'S undertaking any construction. All construction of the RECLAIMED WATER DELIVERY SYSTEM EXTENSION shall be completed by contractors competent to perform such work. COUNTY shall have the right to refuse to accept title to the RECLAIMED WATER DELIVERY SYSTEM EXTENSION or deliver reclaimed water to the CUSTOMER'S APPLICATION SYSTEM until the RECLAIMED WATER DELIVERY SYSTEM EXTENSION has passed certain tests, including, without limitation, pressure tests, and valve tests, arranged and witnessed by COUNTY or its representatives, to determine whether the RECLAIMED WATER DELIVERY SYSTEM EXTENSION is constructed in accordance with the approved engineering plans and specifications. CUSTOMER agrees to pay all costs of such tests and all costs of leak location and repair deemed necessary by COUNTY as a result of any such tests. Following conveyance by CUSTOMER, the RECLAIMED WATER DELIVERY SYSTEM EXTENSION shall at all times remain the sole, complete and exclusive property of, and under the control of, COUNTY, and CUSTOMER shall have no right, or claim in or to, the RECLAIMED WATER DELIVERY SYSTEM EXTENSION. CUSTOMER shall cause all such plans and specifications to be designed and such construction to be performed in a manner that complies with all rules, regulations and permit conditions of all governmental agencies exercising jurisdiction over the use of reclaimed water for the DEVELOPMENT AREA and the SERVICE AREA of COUNTY and the terms and conditions of the Reclaimed Water Policies and Regulations of COUNTY, as may be amended from time to time. The final acceptance of the RECLAIMED WATER DELIVERY SYSTEM EXTENSION shall occur at such time as CUSTOMER has fulfilled all of the terms and conditions hereof, and all engineering tests and evaluations have been completed and approved by COUNTY (hereinafter called the "FINAL ACCEPTANCE").

5. **Warranty and Security.** CUSTOMER represents and warrants that the RECLAIMED WATER DELIVERY SYSTEM EXTENSION will be constructed and installed in accordance with the plans and specifications approved in writing by COUNTY pursuant to Paragraph 4 of this Agreement, and indemnifies and holds COUNTY harmless from and against, and agrees to reimburse COUNTY for, all costs, damages, expenses and losses, including, without limitation, incidental and consequential damages, resulting from any defects in the RECLAIMED WATER DELIVERY SYSTEM EXTENSION including, without limitation, defects in material and workmanship, that are discovered or arise within a period of one (1) year following the date of FINAL ACCEPTANCE by COUNTY of the RECLAIMED WATER DELIVERY SYSTEM EXTENSION. As security for CUSTOMER'S performance of this warranty and simultaneously with the conveyance of the RECLAIMED WATER DELIVERY SYSTEM EXTENSION, CUSTOMER shall deliver to COUNTY a Performance Bond or other form of warranty acceptable to County to remain in full force and effect for a period of not less than one (1) year from the date of FINAL ACCEPTANCE.

6. **Construction, Ownership, Operation and Maintenance of the Customer's Application System.** CUSTOMER shall, in accordance with the terms of this Agreement

and at no cost to COUNTY, construct, own, operate and maintain the CUSTOMER'S APPLICATION SYSTEM generally described on Exhibit "C," in a manner that complies with all rules, regulations and permit conditions of all governmental agencies exercising jurisdiction over the use of reclaimed water for the DEVELOPMENT AREA, and the terms and conditions of the Reclaimed Water Policies and Regulations of COUNTY, as may be amended from time to time, and in a manner sufficient to permit COUNTY to deliver the quantities of reclaimed water set forth in Paragraph 1 above. All pumping stations, mains, lines and other facilities necessary to transport reclaimed water from the POINT OF DELIVERY, to and through the DEVELOPMENT AREA, shall be part of the CUSTOMER'S APPLICATION SYSTEM and shall at all times remain the sole, complete and exclusive property of, and under the control of CUSTOMER. CUSTOMER hereby grants to COUNTY the right at all reasonable times to enter the DEVELOPMENT AREA to inspect the construction, operation and maintenance of the CUSTOMER'S APPLICATION SYSTEM and to conduct tests of the system as COUNTY deems may be necessary. In the event that monitoring wells are required by any regulatory agencies within the DEVELOPMENT AREA, such wells will be permitted, installed and tested by CUSTOMER and approved by regulatory agencies before being turned over to the COUNTY for monitoring purposes. CUSTOMER agrees to exert its best efforts to prevent the contamination of these wells by leaching or runoff which would adversely impact the monitor wells.

In the event that the COUNTY, in its sole discretion, determines that all or any portion of CUSTOMER'S APPLICATION SYSTEM requires testing, maintenance, repair or replacement, COUNTY shall notify CUSTOMER in writing at the address set forth above or at such other address as CUSTOMER shall furnish to COUNTY from time to time in writing. Within ten (10) working days of the date of notification to CUSTOMER, CUSTOMER shall commence testing, maintenance, repair or replacement of all or such portion of CUSTOMER'S APPLICATION SYSTEM and shall diligently carry out such work so that it is completed within thirty (30) working days thereafter unless the work is of such a nature or extent that it cannot reasonably be completed within thirty (30) working days, in which case it shall be completed as expeditiously as possible. A failure of CUSTOMER to begin or complete the work within the time periods set forth herein shall constitute a default under the terms of this Agreement. Notwithstanding the above, in the event CUSTOMER fails to begin or complete the work within the time periods set forth herein, COUNTY shall have the right, but not the obligation, to enter upon the DEVELOPMENT AREA and complete such work to CUSTOMER'S APPLICATION SYSTEM as COUNTY, in its sole discretion deems necessary, all at CUSTOMER'S expense. All costs and expenses paid by COUNTY in connection with such work shall be immediately due and payable by CUSTOMER to COUNTY without notice or demand and shall bear interest from the date of each advance at the highest rate of interest allowed by law, until such sums are fully paid to COUNTY.

CUSTOMER shall maintain a set of record drawings of the CUSTOMER'S APPLICATION SYSTEM and a set of all other operation and maintenance records and documents. In addition, CUSTOMER shall supply a set of record drawings to the Sarasota County Utilities Department for permanent record.

7. **Rates, Fees and Charges.** Within fifteen (15) calendar days of receipt of invoice, CUSTOMER shall pay to COUNTY all charges for the delivery of reclaimed water to the DEVELOPMENT AREA. The amount of the reclaimed water delivered shall be determined by COUNTY by use of the MASTER METER. The rate to be charged by COUNTY under this Agreement for reclaimed water shall be in accordance with the terms and provisions of COUNTY'S rates adopted pursuant to Resolution 96-042 and subsequent resolutions establishing rates for reclaimed water. The parties further acknowledge that COUNTY may charge a late charge, a reconnection fee and other fees and charges pursuant to Resolution No. 96-042 or subsequent resolutions establishing rates for reclaimed water. COUNTY reserves the right to adjust or establish said delivery charge, late charge, and other charges in a lawful manner, when COUNTY deems appropriate. Failure of CUSTOMER to make and pay timely the above charges shall constitute a default under this Agreement.

8. **Metering.** CUSTOMER and COUNTY agree that the MASTER METER and any other metering, or other devices installed to measure and control the amount of reclaimed water delivered to the CUSTOMER'S APPLICATION SYSTEM and the POINT OF DELIVERY:

a. Shall be purchased from the Sarasota County Utilities Department and installed at CUSTOMER'S sole expense;

b. Shall be installed at the POINT OF DELIVERY and all other places required by COUNTY;

c. Shall be flow meters and other devices of standard make and type approved by COUNTY for which replacement parts and service are reasonably available;

d. Shall be installed so as to be readily accessible for both reading and testing, access for which shall be provided to COUNTY and its personnel;

e. Shall be adequately maintained by COUNTY, which shall include providing to CUSTOMER certifications by qualified personnel of COUNTY of said facilities prepared in accordance with the standard practices of the American Waterworks Association as set forth in Manual M-6 of the American Waterworks Association and shall be tested not more than once a year and not less than every five years;

f. Shall be tested for accuracy when requested by COUNTY or CUSTOMER, and test results shall be provided to both parties. If the test is requested by CUSTOMER and the meter is found to be operating properly and recording reclaimed water flows within the applicable COUNTY limits, the cost of such testing shall be paid by CUSTOMER. Otherwise, the cost of such testing shall be paid by COUNTY.

9. **General Conditions Precedent to Receiving Service.** Prior to COUNTY'S accepting the RECLAIMED WATER DELIVERY SYSTEM EXTENSION and commencing

the delivery of reclaimed water to the CUSTOMER'S APPLICATION SYSTEM, CUSTOMER shall comply with all terms of this Agreement and shall:

a. Provide to COUNTY an accounting of the actual cost of the RECLAIMED WATER DELIVERY SYSTEM EXTENSION, together with copies of all paid bills and releases of lien received by CUSTOMER or its agents, in connection with the construction of the RECLAIMED WATER DELIVERY SYSTEM EXTENSION;

b. Furnish COUNTY with a mylar sepia copy of the as-built drawings of the RECLAIMED WATER DELIVERY SYSTEM EXTENSION and the CUSTOMER'S APPLICATION SYSTEM in a form acceptable to COUNTY and certified by CUSTOMER'S engineer, showing specific locations of all facilities, including all lines, mains, valves, and fittings within the RECLAIMED WATER DELIVERY SYSTEM EXTENSION and the CUSTOMER'S APPLICATION SYSTEM;

c. Furnish, in form and substance acceptable to COUNTY, all of the following relating to the RECLAIMED WATER DELIVERY SYSTEM EXTENSION:

(i) All permits and governmental approvals obtained by CUSTOMER, its contractors or agents;

(ii) Engineer's certifications;

(iii) Bill of Sale conveying all lines, mains, and other portions of the RECLAIMED WATER DELIVERY SYSTEM EXTENSION to COUNTY with general warranties of title and in accordance with Paragraph 4 hereof;

(iv) Easements pursuant to Paragraph 20 hereof;

(v) Performance Bond pursuant to Paragraph 5, hereof;

d. Furnish, in form and substance acceptable to COUNTY, all of the following relating to the CUSTOMER'S APPLICATION SYSTEM:

(i) All permits and governmental approvals obtained by CUSTOMER, its contractors or agents;

(ii) Engineers' certifications; and

(iii) Easements pursuant to Paragraph 20 hereof; and

e. Pay all rates, fees, charges and other amounts due to be paid to COUNTY as herein provided.



10. **County's Right of Termination of Service.** COUNTY shall have the right to temporarily discontinue service, the right to terminate service to the DEVELOPMENT AREA, and the right to terminate this Agreement in the event that CUSTOMER defaults or fails to comply with any of the terms and conditions of this Agreement in a timely manner.

11. **Limitation of Liability of County.** COUNTY shall not be liable or responsible to CUSTOMER or any other person as a result of damage or injury to property or person, which said damage or injury was caused or created by Force Majeure. The term "Force Majeure" as employed herein shall be acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, delays by carriers, inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein. Further, in no event shall COUNTY be liable to CUSTOMER, to any other CUSTOMER, or to any other person for any consequential, incidental or punitive damages as a result of damage or injury to property or person, regardless of whether said damage or injury was the result of acts of, or within the control of, COUNTY or others.

12. **Approval by Governmental or Regulatory Agencies.** COUNTY'S obligations under this Agreement are contingent upon its obtaining all necessary approvals and permits from all governmental agencies exercising jurisdiction over reclaimed water. CUSTOMER hereby assumes the risk of loss as a result of the denial or withdrawal of the approval and permits of any governmental agencies exercising jurisdiction over reclaimed water or caused by any act or refusal to act of any regulatory agency that affects the ability of COUNTY to provide reclaimed water to CUSTOMER not within the sole control of COUNTY and which, by the exercise of due diligence, COUNTY is unable to overcome.

13. **Regulation by Governmental or Regulatory Authority.** The parties recognize and agree that the terms and provisions on Resolution No. 96-042 as amended or restated shall be deemed to have been expressly incorporated herein by reference, and that, in the event of any express conflicts between said Resolution and any portions of this Agreement regarding matters specifically addressed in both, then said Resolution shall in all instances prevail. CUSTOMER acknowledges, by its execution hereof, its review of a copy of said Resolution in effect on the date of execution of this Agreement. The parties further agree and recognize that certain rates, fees, amounts and other charges collected, and rules, regulations and operating procedures followed, by COUNTY are subject to continuing approval and modification by the BOARD or other governmental or regulatory authorities. CUSTOMER hereby agrees that it will pay to COUNTY all rates, fees, amounts and other charges in accordance with, and be bound by all other provisions of, Resolution 96-042 as amended or restated approved by COUNTY as being applicable at the time that services are provided or other actions are taken by COUNTY. CUSTOMER further agrees that it will comply with all rules, regulations and permit conditions of COUNTY or other governmental or regulatory authorities as being applicable at the time that actions are to be taken by CUSTOMER or COUNTY.

14. **Reclaimed Water Policies and Regulations of County.** The parties agree that the terms and provisions of the Reclaimed Water Policies and Regulations of COUNTY ("Sarasota County's Regulations") shall be deemed to have been expressly incorporated herein by reference, and that, in the event of any express conflicts between COUNTY'S Regulations and any portions of this Agreement regarding any matters specifically addressed in both, then COUNTY'S Regulations shall in all instances prevail. CUSTOMER acknowledges by its execution hereof, that it has reviewed the COUNTY'S Regulations in effect on the date of execution of this Agreement. The parties further agree that COUNTY may, in its sole discretion, alter and amend said Regulations and that such alteration and amendments shall apply to this Agreement. CUSTOMER hereby agrees that it will be bound by all provisions of COUNTY'S Regulations, as may be amended from time to time.

15. **No Prohibition of Further Extension.** This Agreement shall not prohibit or prevent COUNTY from extending COUNTY'S RECLAIMED WATER DELIVERY SYSTEM in or to areas not referred to herein to serve other developers or CUSTOMERS.

16. **Customer's Liability For Damage to County's Reclaimed Water Delivery System and Treatment Facilities.** COUNTY is relying on the use of CUSTOMER'S APPLICATION SYSTEM, as it may be extended, improved, replaced or added to, and the DEVELOPMENT AREA for a method of and a place for disposing of reclaimed water. CUSTOMER shall be liable for all damage, loss or claims of whatever nature to COUNTY'S pumping stations, mains, lines and other facilities necessary to transport reclaimed water from COUNTY'S system to the POINT OF DELIVERY, including the RECLAIMED WATER DELIVERY SYSTEM EXTENSION, (hereinafter called "COUNTY'S RECLAIMED WATER DELIVERY SYSTEM AND TREATMENT FACILITIES") caused, in whole or part, by CUSTOMER'S failure to maintain or operate the CUSTOMER'S APPLICATION SYSTEM in compliance with all rules, regulations and permit conditions of all governmental agencies exercising jurisdiction over the use of reclaimed water for the DEVELOPMENT AREA and the SERVICE AREA of COUNTY.

17. **Construction of the Customer's Application System.** CUSTOMER agrees to construct the CUSTOMER'S APPLICATION SYSTEM. Should CUSTOMER not complete said construction, then any obligations or duties of COUNTY arising out of or prescribed by this Agreement shall be null, void and unenforceable.

18. **Notice of Connection of Extensions.** CUSTOMER shall give COUNTY written notice that CUSTOMER is connecting either: (1) the CUSTOMER'S APPLICATION SYSTEM to the RECLAIMED WATER DELIVERY SYSTEM EXTENSION; or (2) the RECLAIMED WATER DELIVERY SYSTEM EXTENSION to the existing reclaimed water delivery system no less than ten (10) working days prior to said connection, for purposes of inspection. If CUSTOMER fails to give said written notice, COUNTY may require CUSTOMER to uncover and expose said connection for inspection, at the sole cost of CUSTOMER.

19. **Notice of Transfer of Customer's Property.** CUSTOMER agrees to provide proper written notification to COUNTY of the actual date of the transfer of the DEVELOPMENT AREA, or any portion thereof, or of CUSTOMER'S rights in regards to the receipt of reclaimed water, or any portion thereof, from CUSTOMER to any third party. CUSTOMER shall remain responsible for all costs and expenses, including delivery and consumption charges which are incurred prior to COUNTY'S receipt of written notification of any transfer.

20. **Grant of Easement Rights.** At no cost to COUNTY, CUSTOMER hereby grants to COUNTY, its successors and assigns, the exclusive, perpetual right, privilege and easement to construct, reconstruct, operate, maintain, repair, replace, improve, alter, remove, relocate, read, connect and inspect the RECLAIMED WATER DELIVERY SYSTEM EXTENSION, the CUSTOMER'S APPLICATION SYSTEM, the MASTER METER, mains, lines, pumping stations and appurtenance equipment over, across and under the DEVELOPMENT AREA, as described on Exhibit "B", in connection with the transportation and delivery of reclaimed water to the CUSTOMER'S APPLICATION SYSTEM and the right of ingress and egress with respect to such easements. The easements shall also allow COUNTY to serve further extensions described in Paragraph 16 hereof. CUSTOMER shall execute any deeds of conveyance in a recordable form approved by COUNTY reflecting such a grant of easement in the event COUNTY requests such deeds.

21. **County's Exclusive Right to Provide Reclaimed Water.** CUSTOMER hereby agrees that it will not contract or otherwise agree with any person other than COUNTY for the disposal, delivery, or application of reclaimed water on or to the DEVELOPMENT AREA.

22. **Disclaimer of Warranties.**

a. **Express Warranties.** COUNTY disclaims all express warranties. The COUNTY does not represent or warrant that the reclaimed water delivered to CUSTOMER shall increase the productivity of the DEVELOPMENT AREA or result in any changes to the land, crops or vegetation. Further, the use of any plans, specifications, water quality analysis or treated wastewater samples during the negotiations leading to this Agreement serve to merely indicate the general quality of reclaimed water which will be delivered to CUSTOMER. Such plans, specifications, water quality analysis or treated wastewater samples create no warranty that the reclaimed water delivered by County will conform to these items.

b. **Implied Warranties.** COUNTY disclaims any implied warranties of merchantability or fitness of the reclaimed water delivered under this Agreement for any purposes.

23. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

24. **Land Use Approvals.** This Agreement shall not be construed as a basis for granting or assuring or indicating, or denying, refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the real property in the irrigated area.

25. **Assignment by County.**

a. COUNTY, after reasonable advance written notice to CUSTOMER, shall have the right to terminate this Agreement if performance is prevented by third-party litigation, inability to issue or market bonds or any other event beyond the control of the COUNTY.

b. COUNTY shall have the right to transfer all or any part of the treatment or distribution facilities to another public utility and to assign all or any part of its rights and obligations under this Agreement to another public utility who shall be bound by and accept, and be exclusively responsible for all applicable terms and conditions of this Agreement.

26. **Miscellaneous.**

a. This Agreement supersedes all previous agreements or representations either oral or written heretofore in effect between CUSTOMER and COUNTY and made with respect to the matters contained herein.

b. The provisions of this Agreement shall not be construed as establishing the amount of rates, fees, charges, or other payments made by CUSTOMERS or any other CUSTOMER, or the acceptance thereof on the part of COUNTY for other extensions that may be required hereafter by CUSTOMER and that are not the subject of this Agreement.

c. CUSTOMER shall indemnify COUNTY and hold COUNTY harmless from any and all claims, actions, losses, liability, suits, proceedings, costs, expenses, and damages arising from the application of reclaimed water on the DEVELOPMENT AREA. Such costs and expenses shall include, but not be limited to, reasonable attorney's fees and the cost of any litigation including appellate proceedings.

d. The signature of any persons to this Agreement shall be deemed a representation that the signatory has the power and authority to bind any person, corporation, partnership or other business entity for which the signatory purports to act.

e. The facts set forth in the recitals above are true and correct to the best of the information, belief and knowledge of the parties hereto.

f. This Agreement was made and executed in Sarasota County, Florida, and shall be interpreted, construed and enforced in accordance with the laws of the State of Florida.

g. The headings used in the paragraphs of this Agreement are solely for the convenience of the parties and the parties agree that they shall be disregarded in the construction of this Agreement.

h. This Agreement shall inure to the benefit of and be binding upon the respective representatives, successors and assigns of the parties hereto. Any agreement, limitation duty, responsibility or other obligation imposed on CUSTOMER by this Agreement is a covenant running with the land described on Exhibit "B" and shall become the agreement, limitation, duty, responsibility, or obligation of all successors or assigns of CUSTOMER and each subsequent owner of all or a portion of the DEVELOPMENT AREA and each reclaimed water CUSTOMER of COUNTY who now or hereafter rents, owns or uses all or a portion of the DEVELOPMENT AREA.

i. This Agreement shall not be assigned by CUSTOMER without the prior written consent of COUNTY; provided, however, that such assignment shall not relieve the CUSTOMER of any limitation, duty, responsibility or other obligation imposed on CUSTOMER by this Agreement until such time as COUNTY approves the assignment.

j. This Agreement shall not be amended except by subsequent written agreement executed by CUSTOMER and COUNTY.

k. CUSTOMER agrees that it shall cause any existing or future declaration of covenants and restrictions or similar documents which affect all or a portion of the DEVELOPMENT AREA to provide that this Agreement is a covenant running with the land for the land in the DEVELOPMENT AREA. CUSTOMER further agrees that it shall cause any party which undertakes the care and maintenance of the DEVELOPMENT AREA to agree in writing to be bound by all agreements, limitations, duties, responsibilities or other obligations imposed on CUSTOMER by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year first above written.

Signed, sealed and delivered in the presence of:

**“CUSTOMER”**

By:

Witness

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

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, Type or Stamp Name of Notary Public

\_\_\_\_\_  
Commission No.

**“COUNTY”**

SARASOTA COUNTY, FLORIDA,  
a political subdivision of the State of Florida

Witness

By: Public Utilities

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

By: \_\_\_\_\_  
Name: Michael Mylett  
Title: Public Utilities Director

STATE OF FLORIDA  
COUNTY OF SARASOTA

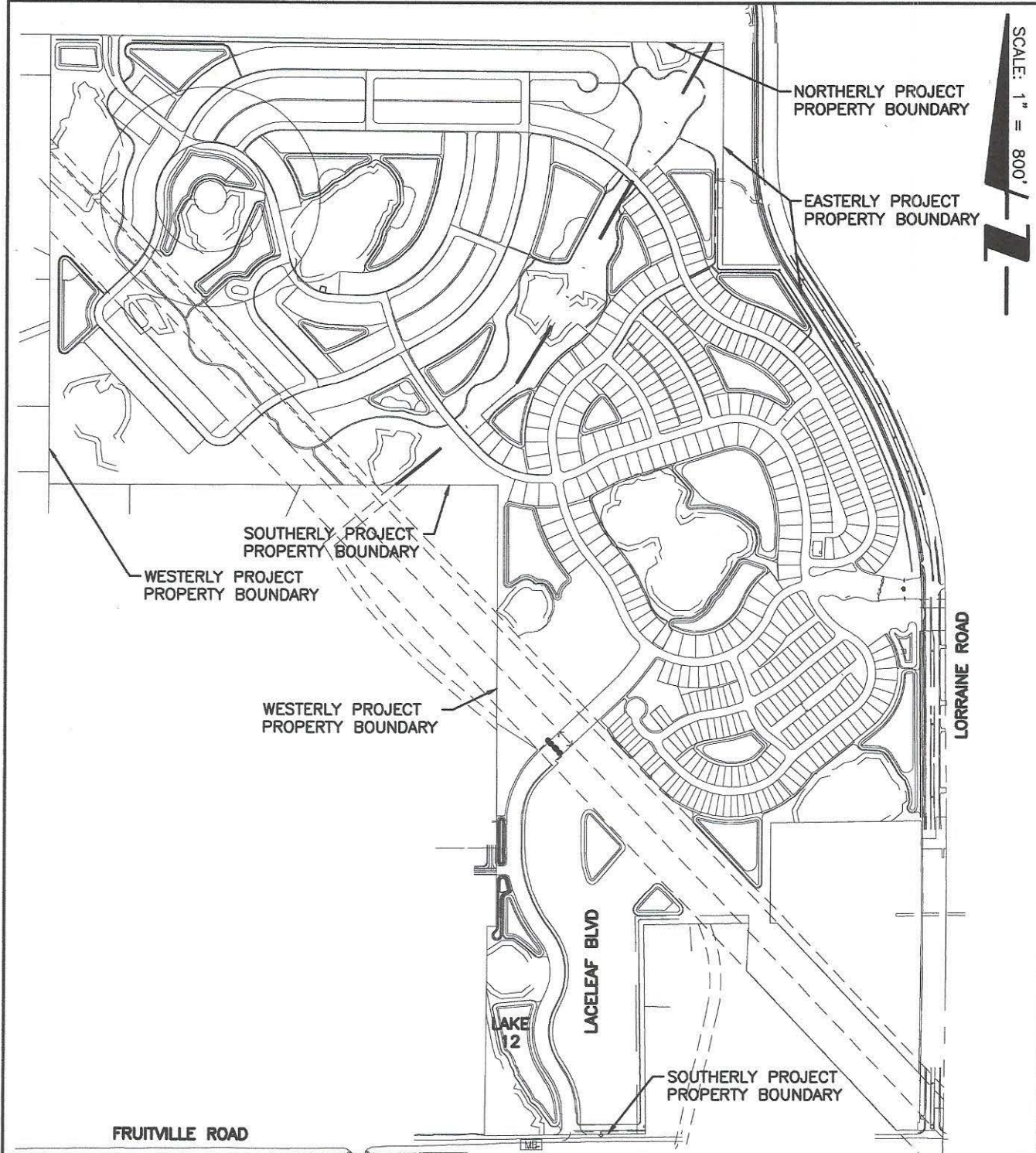
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
201\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of the Environmental Services  
Business Center, SARASOTA COUNTY, FLORIDA, a political subdivision of the State of  
Florida. He is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, Type or Stamp Name of Notary Public

\_\_\_\_\_  
Commission No.



PROJECT: WINDWARD SUBDIVISION  
 CLIENT: NEAL COMMUNITIES OF SOUTHWEST FL., LLC



**Stantec**  
 6900 Professional Parkway East, Sarasota, FL 34240-8414  
 Phone 941-907-6900 • Fax 941-907-6910  
 Certificate of Authorization #27013 • www.stantec.com

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

EXHIBIT A - DEVELOPMENT AREA MAP		
SCALE:	1"=800'	DATE: 07/2022
SEC:	TWP: 36S RGE: 19E	REV NO:
PROJECT NO.	215614680	INDEX NO:
DRWN BY/EMP NO.	BLB/117073	215614680-01C-B20EX
		SHEET NO: 1 OF 4



**EXHIBIT "B"**

**WINDWARD AT LAKEWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT  
EXPANDED DISTRICT BOUNDARIES  
LEGAL DESCRIPTION:**

**PARCEL 1:**

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 36 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 36 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE SOUTH 89°28'48" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 2,688.42 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTH 89°32'01" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 1,347.05 FEET; THENCE SOUTH 00°02'28" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 1,325.60 FEET; THENCE SOUTH 89°50'22" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 346.47 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2508, PAGE 1392 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, NORTHERLY 659.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,275.00 FEET, A CENTRAL ANGLE OF 29°38'03", AND A CHORD BEARING AND DISTANCE OF NORTH 14°58'45" WEST 652.12 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE, NORTH 00°09'44" WEST, A DISTANCE OF 695.18 FEET TO AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 15; THENCE SOUTH 89°32'01" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 10.00 FEET TO THE WEST RIGHT-OF-WAY OF LORRAINE ROAD ACCORDING TO OFFICIAL RECORDS INSTRUMENT 2018067472 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT-OF-WAY OF LORRAINE ROAD THE FOLLOWING SEVEN (7) COURSES: 1) SOUTH 00°09'44" EAST, A DISTANCE OF 695.07 FEET TO A POINT ON A CURVE TO THE LEFT; 2) SOUTHERLY 723.36 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,265.00 FEET, A CENTRAL ANGLE OF 32°45'48", AND A CHORD BEARING AND DISTANCE OF SOUTH 16°32'38" EAST 713.55 FEET; 3) SOUTH 32°55'32" EAST, A DISTANCE OF 622.48 FEET TO A POINT ON A CURVE TO THE RIGHT; 4) SOUTHEASTERLY 551.34 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,935.00 FEET, A CENTRAL ANGLE OF 10°45'47", AND A CHORD BEARING AND DISTANCE OF SOUTH 27°32'39" EAST 550.53 FEET; 5) SOUTH 22°09'45" EAST, A DISTANCE OF 208.25 FEET TO A POINT ON A CURVE TO THE RIGHT; 6) SOUTHERLY 731.49 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,935.00 FEET, A CENTRAL ANGLE OF 21°39'35", AND A CHORD BEARING AND DISTANCE OF SOUTH 11°19'58" EAST 727.15 FEET; 7) SOUTH 00°30'10" EAST, A DISTANCE OF 129.67 FEET TO THE BOUNDARY OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2019057818 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWENTY-EIGHT (28) COURSES: 1) SOUTH 74°24'43" WEST, A DISTANCE OF 39.75 FEET; 2) SOUTH 16°03'25" WEST, A DISTANCE OF 376.37 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; 3) SOUTHWESTERLY 351.32 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 406.00 FEET, A CENTRAL ANGLE OF 49°34'47", AND A CHORD BEARING AND DISTANCE OF SOUTH 26°32'36" WEST 340.46 FEET; 4) SOUTH 51°19'59" WEST, A DISTANCE OF 439.88 FEET TO A POINT ON A CURVE TO THE LEFT; 5) SOUTHWESTERLY 29.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 144.00 FEET, A CENTRAL ANGLE OF 11°42'22", AND



A CHORD BEARING AND DISTANCE OF SOUTH 45°28'49" WEST 29.37 FEET; 6) SOUTH 39°37'38" WEST, A DISTANCE OF 99.00 FEET TO A POINT ON A CURVE TO THE RIGHT; 7) SOUTHWESTERLY 61.88 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 456.00 FEET, A CENTRAL ANGLE OF 07°46'29", AND A CHORD BEARING AND DISTANCE OF SOUTH 43°30'52" WEST 61.83 FEET; 8) SOUTH 56°51'33" WEST, A DISTANCE OF 21.20 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; 9) SOUTHWESTERLY 123.09 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 452.98 FEET, A CENTRAL ANGLE OF 15°34'10", AND A CHORD BEARING AND DISTANCE OF SOUTH 57°49'53" WEST 122.71 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT; 10) WESTERLY 496.01 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 603.01 FEET, A CENTRAL ANGLE OF 47°07'47", AND A CHORD BEARING AND DISTANCE OF SOUTH 89°10'52" WEST 482.15 FEET; 11) SOUTH 47°22'13" WEST, A DISTANCE OF 243.87 FEET; 12) NORTH 36°00'54" WEST, A DISTANCE OF 32.75 FEET; 13) NORTH 41°10'43" WEST, A DISTANCE OF 231.04 FEET; 14) NORTH 57°04'10" WEST, A DISTANCE OF 160.32 FEET; 15) NORTH 59°37'24" WEST, A DISTANCE OF 20.98 FEET; 16) NORTH 57°32'57" WEST, A DISTANCE OF 7.61 FEET; 17) NORTH 17°50'39" WEST, A DISTANCE OF 113.55 FEET; 18) NORTH 16°51'26" WEST, A DISTANCE OF 55.38 FEET; 19) NORTH 13°00'49" EAST, A DISTANCE OF 33.03 FEET; 20) NORTH 07°45'16" EAST, A DISTANCE OF 97.62 FEET; 21) NORTH 82°14'44" WEST, A DISTANCE OF 50.00 FEET; 22) SOUTH 07°45'16" WEST, A DISTANCE OF 95.32 FEET; 23) SOUTH 13°00'49" WEST, A DISTANCE OF 44.07 FEET; 24) SOUTH 16°51'26" EAST, A DISTANCE OF 69.15 FEET; 25) SOUTH 17°50'39" EAST, A DISTANCE OF 53.35 FEET; 26) NORTH 56°29'10" WEST, A DISTANCE OF 260.78 FEET; 27) NORTH 56°49'50" WEST, A DISTANCE OF 44.85 FEET; 28) NORTH 56°57'40" WEST, A DISTANCE OF 412.98 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15 ACCORDING TO THE AGREEMENT LINE AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2010051145 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE NORTH 00°04'55" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1,376.58 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 15; THENCE SOUTH 89°51'13" WEST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 611.80 FEET TO AFORESAID BOUNDARY OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2019057818; THENCE ALONG SAID BOUNDARY THE FOLLOWING THIRTEEN (13) COURSES: 1) NORTH 51°16'19" EAST, A DISTANCE OF 262.41 FEET; 2) NORTH 49°32'22" EAST, A DISTANCE OF 664.32 FEET; 3) NORTH 31°25'54" EAST, A DISTANCE OF 382.42 FEET; 4) NORTH 28°27'02" EAST, A DISTANCE OF 346.74 FEET; 5) NORTH 28°56'58" EAST, A DISTANCE OF 503.56 FEET; 6) NORTH 29°38'48" EAST, A DISTANCE OF 839.17 FEET; 7) NORTH 60°21'12" WEST, A DISTANCE OF 52.00 FEET; 8) SOUTH 29°38'48" WEST, A DISTANCE OF 839.49 FEET; 9) SOUTH 28°56'58" WEST, A DISTANCE OF 504.10 FEET; 10) SOUTH 28°27'02" WEST, A DISTANCE OF 345.61 FEET; 11) SOUTH 31°25'54" WEST, A DISTANCE OF 372.78 FEET; 12) SOUTH 49°32'22" WEST, A DISTANCE OF 655.25 FEET; 13) SOUTH 51°16'19" WEST, A DISTANCE OF 326.80 FEET TO AFORESAID NORTH LINE OF THE SOUTHWEST 1/4; THENCE ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4, SOUTH 89°51'13" WEST, A DISTANCE OF 1,998.95 FEET; THENCE NORTH 00°00'55" EAST, ALONG THE WEST LINE OF AFORESAID NORTHWEST 1/4 OF SECTION 15, A DISTANCE OF 2,696.50 FEET TO THE POINT OF BEGINNING.  
CONTAINING 366.860 ACRES.



**TOGETHER WITH:**

**PARCEL 2**

A PARCEL OF LAND LYING IN SECTIONS 15 & 22, TOWNSHIP 36 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE NORTH 00°04'55" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 15 ACCORDING TO THE AGREEMENT LINE AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2010051145, A DISTANCE OF 1,230.71 FEET TO THE BOUNDARY OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2019057818 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING FOURTEEN (14) COURSES: 1) SOUTH 56°57'40" EAST, A DISTANCE OF 380.30 FEET; 2) SOUTH 56°49'50" EAST, A DISTANCE OF 44.65 FEET; 3) SOUTH 56°29'10" EAST, A DISTANCE OF 275.39 FEET; 4) SOUTH 57°32'57" EAST, A DISTANCE OF 73.28 FEET; 5) SOUTH 59°37'24" EAST, A DISTANCE OF 20.77 FEET; 6) SOUTH 57°04'10" EAST, A DISTANCE OF 152.23 FEET; 7) SOUTH 41°10'43" EAST, A DISTANCE OF 221.80 FEET; 8) SOUTH 36°00'54" EAST, A DISTANCE OF 91.37 FEET; 9) SOUTH 31°57'41" EAST, A DISTANCE OF 48.26 FEET; 10) SOUTH 27°21'23" EAST, A DISTANCE OF 102.76 FEET; 11) SOUTH 21°18'23" EAST, A DISTANCE OF 17.04 FEET; 12) SOUTH 16°57'06" EAST, A DISTANCE OF 111.86 FEET; 13) SOUTH 15°58'17" EAST, A DISTANCE OF 76.00 FEET; 14) SOUTH 13°15'38" EAST, A DISTANCE OF 6.14 FEET; THENCE, LEAVING SAID BOUNDARY, NORTH 43°23'47" WEST, A DISTANCE OF 1,160.91 FEET; THENCE SOUTH 46°19'38" WEST, A DISTANCE OF 13.91 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 393.76 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 485.00 FEET, A CENTRAL ANGLE OF 46°31'04", AND A CHORD BEARING AND DISTANCE OF SOUTH 23°04'06" WEST 383.04 FEET; THENCE SOUTH 00°11'26" EAST, A DISTANCE OF 139.41 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 532.95 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 785.00 FEET, A CENTRAL ANGLE OF 38°53'56", AND A CHORD BEARING AND DISTANCE OF SOUTH 19°38'23" EAST 522.77 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE SOUTHERLY 499.41 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 415.00 FEET, A CENTRAL ANGLE OF 68°56'57", AND A CHORD BEARING AND DISTANCE OF SOUTH 04°36'53" EAST 469.81 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE SOUTHERLY 358.88 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 67°25'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 03°50'54" EAST 338.53 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE SOUTHERLY 328.99 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 515.00 FEET, A CENTRAL ANGLE OF 36°36'06", AND A CHORD BEARING AND DISTANCE OF SOUTH 19°15'21" EAST 323.43 FEET; THENCE SOUTH 00°57'17" EAST, A DISTANCE OF 77.43 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHEASTERLY 79.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 91°00'45", AND A CHORD BEARING AND DISTANCE OF SOUTH 46°27'40" EAST 71.33 FEET TO THE NORTHERLY RIGHT-OF-WAY OF FRUITVILLE ROAD ACCORDING TO SARASOTA COUNTY ROAD PLAT BOOK 2, PAGE 7 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTH 89°09'55" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY OF FRUITVILLE ROAD, A DISTANCE OF 628.77 FEET; THENCE NORTH 00°31'15" EAST, ALONG THE EAST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2608, PAGE 1353 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, A DISTANCE OF 1,257.31 FEET; THENCE NORTH 89°10'30" EAST, ALONG THE SOUTH LINE OF AFORESAID



SOUTHWEST 1/4 OF SECTION 15, A DISTANCE OF 53.46 FEET TO THE POINT OF BEGINNING. CONTAINING 22.454 ACRES.

**TOGETHER WITH:**

**PARCEL 3**

A PARCEL OF LAND LYING IN SECTIONS 15 & 22, TOWNSHIP 36 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE NORTH 89°10'30" EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 1,240.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH 43°23'47" WEST, A DISTANCE OF 67.57 FEET TO THE BOUNDARY OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2019057818 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING EIGHTEEN (18) COURSES: 1) NORTH 13°15'38" WEST, A DISTANCE OF 93.46 FEET; 2) NORTH 15°58'17" WEST, A DISTANCE OF 77.61 FEET; 3) NORTH 16°57'06" WEST, A DISTANCE OF 114.19 FEET; 4) NORTH 21°18'23" WEST, A DISTANCE OF 21.58 FEET; 5) NORTH 27°21'23" WEST, A DISTANCE OF 107.42 FEET; 6) NORTH 31°57'41" WEST, A DISTANCE OF 52.04 FEET; 7) NORTH 36°00'54" WEST, A DISTANCE OF 32.44 FEET; 8) NORTH 47°22'13" EAST, A DISTANCE OF 228.42 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; 9) EASTERLY 501.30 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 633.01 FEET, A CENTRAL ANGLE OF 45°22'29", AND A CHORD BEARING AND DISTANCE OF NORTH 88°18'12" EAST 488.30 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; 10) NORTHEASTERLY 129.43 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 482.98 FEET, A CENTRAL ANGLE OF 15°21'15", AND A CHORD BEARING AND DISTANCE OF NORTH 57°56'20" EAST 129.04 FEET; 11) NORTH 56°51'33" EAST, A DISTANCE OF 21.88 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; 12) NORTHEASTERLY 68.47 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 486.00 FEET, A CENTRAL ANGLE OF 08°04'18", AND A CHORD BEARING AND DISTANCE OF NORTH 43°39'47" EAST 68.41 FEET; 13) NORTH 39°37'38" EAST, A DISTANCE OF 99.00 FEET TO A POINT ON A CURVE TO THE RIGHT; 14) NORTHEASTERLY 23.29 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 114.00 FEET, A CENTRAL ANGLE OF 11°42'22", AND A CHORD BEARING AND DISTANCE OF NORTH 45°28'49" EAST 23.25 FEET; 15) NORTH 51°19'59" EAST, A DISTANCE OF 439.88 FEET TO A POINT ON A CURVE TO THE LEFT; 16) NORTHEASTERLY 373.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 436.00 FEET, A CENTRAL ANGLE OF 49°04'35", AND A CHORD BEARING AND DISTANCE OF NORTH 26°47'42" EAST 362.14 FEET; 17) NORTH 16°03'25" EAST, A DISTANCE OF 355.92 FEET; 18) NORTH 74°24'43" EAST, A DISTANCE OF 14.91 FEET TO THE WEST RIGHT-OF-WAY OF LORRAINE ROAD ACCORDING TO OFFICIAL RECORDS INSTRUMENT 2018067472 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTH 00°30'10" EAST, ALONG SAID WEST RIGHT-OF-WAY OF LORRAINE ROAD, A DISTANCE OF 1,216.15 FEET; THENCE SOUTH 89°10'30" WEST, A DISTANCE OF 911.12 FEET; THENCE SOUTH 00°04'59" EAST, A DISTANCE OF 610.55 FEET; THENCE NORTH 89°10'30" EAST, ALONG AFORESAID SOUTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 43.56 FEET; THENCE SOUTH 43°23'47" EAST, ALONG THE SOUTHWESTERLY LINE OF PARCEL A ACCORDING TO OFFICIAL RECORDS INSTRUMENT 2010124294 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, A DISTANCE OF 1,255.58 FEET; THENCE ALONG AFORESAID WEST RIGHT-OF-WAY OF LORRAINE ROAD, SOUTH 00°34'25"



WEST, A DISTANCE OF 286.38 FEET; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF LORRAINE ROAD ACCORDING TO OFFICIAL RECORDS BOOK 2784, PAGE 2547 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, NORTH 89°26'05" WEST, A DISTANCE OF 10.00 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 00°34'25" WEST, A DISTANCE OF 45.36 FEET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF FRUITVILLE ROAD ACCORDING TO SARASOTA COUNTY ROAD PLAT BOOK 2, PAGE 7 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SOUTH 89°39'34" WEST, A DISTANCE OF 108.22 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 89°06'59" WEST, A DISTANCE OF 18.19 FEET; THENCE NORTH 43°23'47" WEST, ALONG THE NORTHEASTERLY LINE OF PARCEL B ACCORDING TO OFFICIAL RECORDS INSTRUMENT 2010124294 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, A DISTANCE OF 1,320.66 FEET; THENCE NORTH 02°42'42" EAST, ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID PARCEL B, A DISTANCE OF 283.12 FEET; THENCE SOUTH 89°10'30" WEST, ALONG AFORESAID SOUTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 277.05 FEET TO THE POINT OF BEGINNING.  
CONTAINING 28.005 ACRES.

**TOGETHER WITH:**

**PARCEL 4**

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT # 2019031920 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, INCLUDING A PORTION OF TRACT 33 AND RIGHT-OF-WAY ALONG THE NORTHERLY LINE OF SAID TRACT 33, PALMER FARMS THIRD UNIT, ACCORDING TO PLAT BOOK 3, PAGE 39 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING IN SECTIONS 15 AND 22, TOWNSHIP 36 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 36 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE SOUTH 89°10'30" WEST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 1,546.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE, SOUTH 89°10'30" WEST A DISTANCE OF 269.84 FEET; THENCE SOUTH 00°53'21" EAST, A DISTANCE OF 640.02 FEET; THENCE SOUTH 89°06'39" WEST, A DISTANCE OF 552.88 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, SAME BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF LACELEAF BOULEVARD, ACCORDING TO WINDWARD AT LAKEWOOD RANCH, PHASE I AS RECORDED IN PLAT BOOK 54, PAGE 301, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: (1) NORTHERLY 163.69 FEET, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 30°44'57", AND A CHORD BEARING AND DISTANCE OF NORTH 14°29'07" EAST 161.73 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; (2) NORTHERLY 499.41 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 415.00 FEET, A CENTRAL ANGLE OF 68°56'57", AND A CHORD BEARING AND DISTANCE OF NORTH 04°36'53" WEST 469.81 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; (3) NORTHERLY 532.95 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 785.00 FEET, A CENTRAL ANGLE OF 38°53'56", AND A CHORD BEARING AND DISTANCE OF NORTH 19°38'23" WEST 522.77 FEET; (4) NORTH 00°11'26" WEST, A DISTANCE OF 139.41 FEET TO A POINT ON A CURVE TO THE RIGHT; (5) NORTHEASTERLY 124.89' FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 485.00 FEET, A



CENTRAL ANGLE OF 14°45'15", AND A CHORD BEARING AND DISTANCE OF NORTH 07°11'12" EAST 124.55 FEET; TO A POINT OF COMPOUND CURVE TO THE RIGHT; (6) NORTHEASTERLY 184.11 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 332.10 FEET, A CENTRAL ANGLE OF 31°45'48", AND A CHORD BEARING AND DISTANCE OF NORTH 30°26'44" EAST 181.76 FEET; (7) NORTH 46°19'38" EAST, A DISTANCE OF 94.28 FEET TO THE SOUTHWESTERLY LINE OF TRACT 402, SAID WINDWARD AT LAKEWOOD RANCH, PHASE 1; THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 43°23'47" EAST, A DISTANCE OF 1,138.01 FEET TO A WESTERLY LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT # 2019057818 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 13°15'38" EAST, A DISTANCE OF 88.10 FEET; (2) SOUTH 12°35'57" EAST, A DISTANCE OF 37.87 FEET TO THE POINT OF BEGINNING. SUBJECT PROPERTY CONTAINING 19.908 ACRES.

**TOGETHER WITH:**

**PARCEL 5**

A TRACT OF LAND LYING IN TRACT 300 OF WINDWARD AT LAKEWOOD RANCH, PHASE 1 RECORDED IN PLAT BOOK 54, PAGE 301 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND LYING IN SECTION 15, TOWNSHIP 36 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

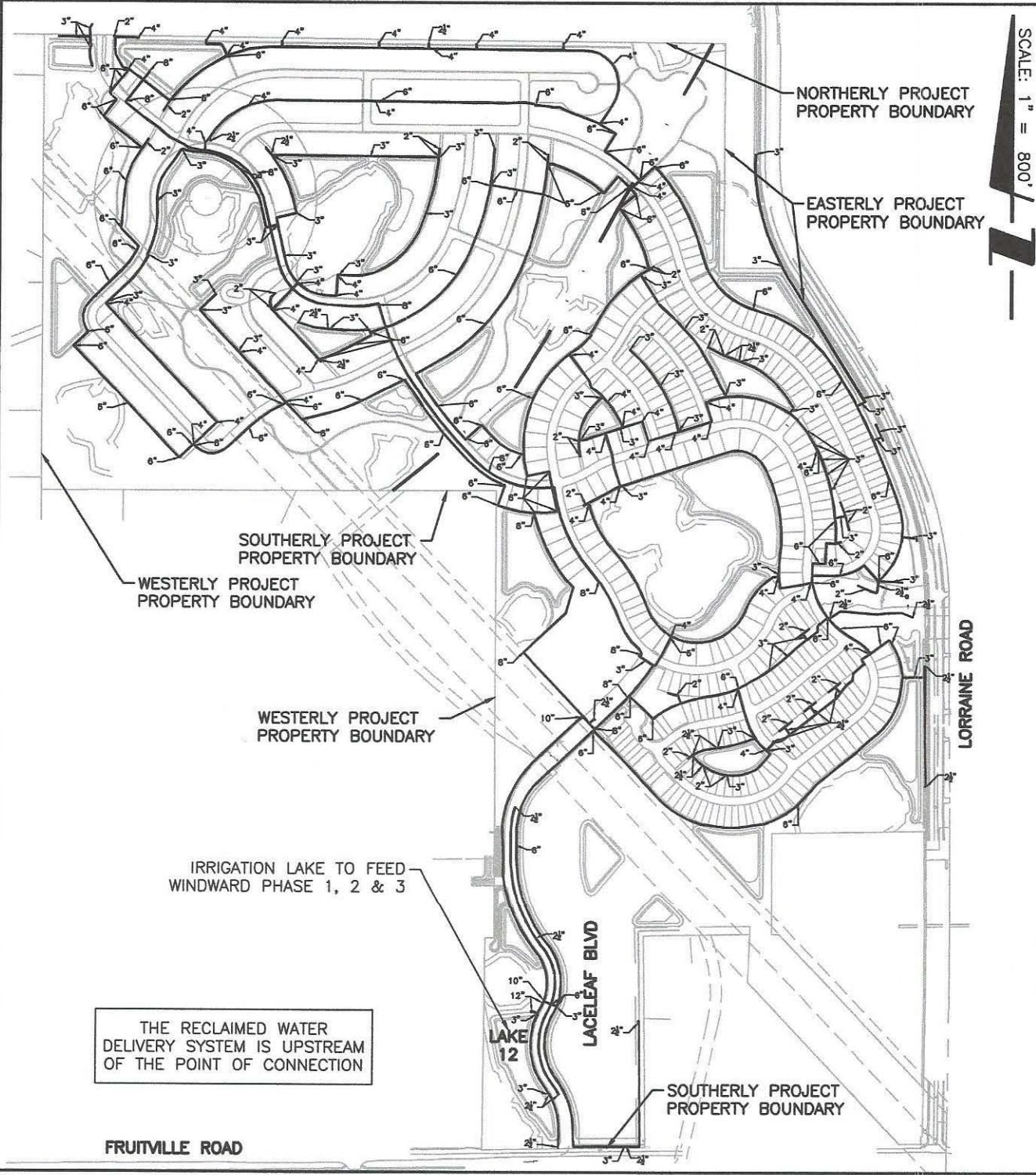
BEGIN AT THE WESTERNMOST CORNER OF TRACT 402 OF WINDWARD AT LAKEWOOD RANCH, PHASE 1 RECORDED IN PLAT BOOK 54, PAGE 301 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THE FOLLOWING TWO (2) CALLS ARE ALONG THE EAST LINE OF TRACT 300 OF SAID PLAT: (1) THENCE S.46°19'38"W., A DISTANCE OF 94.28 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 332.10 FEET AND A CENTRAL ANGLE OF 31°45'48"; (2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 184.11 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 485.00 FEET AND A CENTRAL ANGLE OF 31°45'48"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 268.87 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N.30°26'44"E., 265.44 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.46°19'38"E., A DISTANCE OF 13.91 FEET; THENCE S.43°23'47"E., A DISTANCE OF 22.90 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2,986 SQUARE FEET OR 0.069 ACRES, MORE OR LESS.

**TOTAL EXPANDED DISTRICT BOUNDARIES: 437.296 ACRES**



SCALE: 1" = 800'



THE RECLAIMED WATER DELIVERY SYSTEM IS UPSTREAM OF THE POINT OF CONNECTION

PROJECT: WINDWARD SUBDIVISION

CLIENT: NEAL COMMUNITIES OF SOUTHWEST FL., LLC



**Stantec**

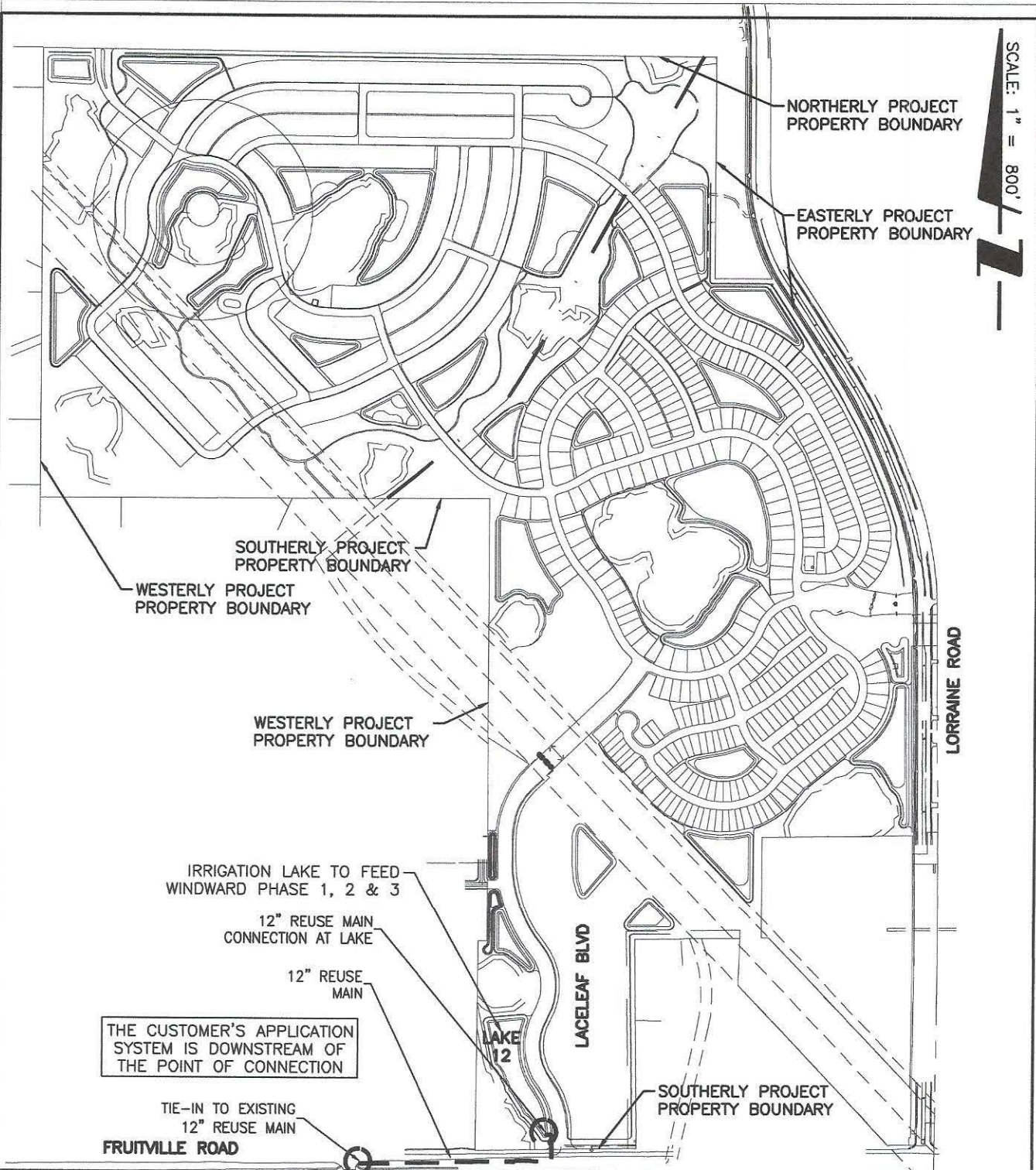
6900 Professional Parkway East, Sarasota, FL 34240-8414  
 Phone 941-907-6900 • Fax 941-907-6910  
 Certificate of Authorization #27013 • www.stantec.com

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

**EXHIBIT C - CUSTOMER APPLICATION SYSTEM**

SCALE:	1"=800'	DATE:	07/2022
SEC:	TWP: 36S RGE: 19E	REV NO:	
PROJECT NO:	215614680	INDEX NO:	215614680-01C-820EX
DRWN BY/EMP NO:	BLB/117073	SHEET NO:	3 OF 4





SCALE: 1" = 800'

PROJECT: WINDWARD SUBDIVISION  
 CLIENT: NEAL COMMUNITIES OF SOUTHWEST FL., LLC



**Stantec**

6900 Professional Parkway East, Sarasota, FL 34240-8414  
 Phone 941-907-6900 • Fax 941-907-6910  
 Certificate of Authorization #27013 • www.stantec.com

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

EXHIBIT D - RECLAIMED WATER DELIVERY SYSTEM		
SCALE:	1"=800'	DATE: 07/2022
SEC:	TWP: 36S RGE: 19E	REV NO:
PROJECT NO:	215614680	INDEX NO:
DRWN BY/EMP NO:	BLB/117073	DATE: 215614680-01C-820EX
		SHEET NO: 4 OF 4



**WINDWARD AT  
LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**4**

**INTERLOCAL AGREEMENT BETWEEN  
SARASOTA COUNTY, FLORIDA, AND THE WINDWARD  
AT LAKEWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT  
FOR THE DESIGN, ENGINEERING, PERMITTING, AND ANCILLARY SERVICES OF  
FRUITVILLE ROAD WIDENING FROM DEBRECEN ROAD TO LORRAINE ROAD**

This Interlocal Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between Sarasota County, Florida, a political subdivision of the State of Florida (herein referred to as the "County") and the Windward at Lakewood Ranch Community Development District, an independent special district of the State of Florida (herein referred to as the "District"), herein collectively referred to as (the "Parties").

**WITNESSETH:**

**WHEREAS**, on August 26, 2020, Sarasota County approved Contract No. 2020-495, an Interlocal Agreement with the Windward at Lakewood Ranch Community Development District (the "Original Agreement") for the funding of the Fruitville Road Project (C.I.P. No. 95853) for the design and permitting of the widening of Fruitville Road, from Debrecen Road to Lorraine Road, from a two lane to a four-lane urban arterial section (the "Original Project"); and

**WHEREAS**, the County has provided the District with the fixed sum of One Million Three Hundred Eight Thousand and 00/100 Dollars (\$1,380,000.00) toward the completion of the Original Project pursuant to the Original Agreement; and

**WHEREAS**, the Original Project specifically involved the design and permitting of improvements that include the expansion of the number of travel lanes from two to four, the addition of bike lanes, a median with turn lanes, sidewalks, stormwater management and drainage, landscaping, roadway lighting, public and private utility adjustments, relocations and coordination, and the Fruitville Road and Lorraine Road intersection with turn lanes and tie-ins to existing and proposed roadway approaches; and

**WHEREAS**, the Original Project design is 90% complete but the Parties agree that the additional design of improvements, involving roundabout intersections at Fruitville Road/Founders Club Drive and Fruitville Road/Laceleaf Boulevard and West Bound Right Turn Lane at Sarasota Center Boulevard (the "Project Additions") are necessary; and

**WHEREAS**, the Parties agree that it is in the best interest of the public to fund and carry out the Project Additions, which are more generally described in Section 3. (A) Definitions, which include the preparation of the construction design documents, survey (including the sketches and legal descriptions for right-of-way and easement acquisitions), ancillary services (appraisals and project management), permitting and bid phase services for the Project Additions; and

**WHEREAS**, the Parties agree upon a process for completion of the Project Additions as provided for herein, and recognize that construction activities may be carried out through a separate future agreement; and

**WHEREAS**, it is the goal of the Parties to cooperate with each other pursuant to this Agreement in order to provide the most effective and efficient delivery of the Project Additions; and

**WHEREAS**, the Parties agree that the proposed District cost and schedule of the Project Additions are estimated to be less and shorter than what the County could self-perform; and

**WHEREAS**, the Parties are each authorized to enter into the Agreement pursuant to Section 163.01, Florida Statutes; and

**NOW, THEREFORE**, in accordance with Chapter 163, Part I, Florida Statutes, as amended, the Parties for and in consideration of the mutual benefits and promises set forth herein do enter into this Agreement and represent, covenant, and agree with each other as follows:

**SECTION 1. RECITALS.** The Parties do hereby acknowledge and agree that the above recitals are true and correct to the best of their knowledge and belief and are incorporated herein by this reference.

**SECTION 2. PURPOSE.** The purpose of this Agreement is to set forth the Parties' respective agreements, consents, understandings, contributions, duties, obligations, and funding of the Project Additions. This Agreement is independent of any other agreements or undertakings of the Parties and does not commit any Party to any future action or financial involvement relating to the Project planning or construction that is not directly referenced in the Agreement.

**SECTION 3. DEFINITIONS.**

**(A) Project Additions:**

The Original Project is 90% completed pursuant to Contract No. 2020-495. The Project Additions shall consist of the preparation and delivery to the County complete, final, and fully accurate in all material respects and in the County's adopted standards and typical formats for the following elements:

**(1) Project Additions Deliverables 30% submittal include:**

- a. Geometric Design Criteria – Updated
- b. Geometric Planview of each Intersection (3 total)
- c. Topographic Survey (signed/ sealed)
- d. Geometric Planview of each Intersection (3 total)
- e. Subsurface Utility Map (signed / sealed)
- f. Application and data for FPL Transmission Power Relocation Plan

**(2) Project Additions Deliverables 60% submittal include:**

- a. Permit Plan Set
- b. Right of Way Needs Schematic

- c. Permit Modification Submittal
- d. Wetland Evaluation Report
- e. Revised Existing Condition Stormwater Model
- f. Proposed Condition Stormwater Model
- g. Opinion of Probable Cost Road and Utility

**(3) Project Additions Deliverables 90% submittal include:**

- a. Bid Plan Set
- b. Structural Design of Signal Modifications
- c. Lighting / Landscape Plan Modifications
- d. Traffic Control Plan Modifications
- e. Sketch and Legal Description Exhibits for Acquisitions (63 total)
- f. Parcel staking (63 total)
- g. Modifications to Project Bid Documents
- h. Specification Package, Table of Contents, Supplemental Specification, Technical Special Provisions (TSP), General Provisions, Permits, UWS
- i. Opinion of Probable Cost and Bid Form
- j. Utility Work Schedule (UWS) Coordination with FPL, Frontier, TECO gas, ATT, City of Sarasota, Sarasota County Utilities and others.
- k. Completed FPL Transmission Power Relocation Plan and any required back calculations.
- l. Approved Stormwater Model – Approved or Status

**(4) Project Additions Deliverables 100% submittal include:**

- a. Construction Plan Set – For Bidding.
- b. Opinion of Probable Cost and Bid Form
- c. Acquisition Support (as directed by County Staff) - Plan Modifications (10 modifications)
- d. Permits – approved
- e. Complete Utility Work Schedule (UWS) plans
- f. Completed FPL Transmission Power Relocation Plan with applicable Consent Agreement (if required by FPL).
- g. Qualification and cost letter (based on experience and FDOT Work Class)
- h. Construction Duration Estimate (FDOT standard - Critical Path Method)
- i. County Public Works Stormwater Model with Approved status
- j. Complete Specification Package (signed and sealed), Table of Contents, Supplemental Specifications, Technical Special Provisions (TSP), General Provisions, Permits, UWS.

**(5) Bid Phase Project Additions Deliverables include:**

- a. Updated Bid Plan Set
- b. Pre-Bid Meeting (scheduling, agenda, minutes)
- c. Contractor Recommendation letter with Bid Tabulation Summary Evaluation
- d. Revised Plans (if required)

**(6) Appraisal Services Deliverables include:**

- a. Property Appraisal Reports (25)
  - i. Temporary Construction Easement Valuations
  - ii. Permanent Easement Valuations
  - iii. Right-of-Way Valuations (fee simple)
- b. Automatic Update to Appraisals if Appraisals are out of date
- c. Provide Appraisal Notices to property owners per FDOT requirements
- d. Comprehensive Report of all Valuations

**(B) Cost:**

The Cost for the Project Additions shall be the fixed sum of Seven Hundred and Fifty-One Thousand Nine Hundred and Sixty and 00/100 Dollars (\$751,960.00). This is a fixed sum that shall include all out-of-pocket costs and expenses of whatsoever nature as may be required for, derived from or arise out of the Project Additions as defined in Section 3 (A) or Section 4, including by way of example but not limitation: engineering, environmental assessment, permitting, surveying and other professionals or consultants fees, costs and expenses; fees and assessments imposed by governmental review agencies; advertisement and publication costs payments to professionals, contractors, subcontractors, material, men and/or laborers for the design and permitting of the Project Additions; change orders to contracts or delay claims; governmental entity or agency permit/license applications, permits and inspections. The District will be responsible for all costs exceeding the fixed sum at their own expense. This obligation does not pertain to property or right-of-way acquisitions not specifically contemplated in this Agreement.

**SECTION 4. DISTRICT'S OBLIGATIONS.** The District hereby agrees to the following contributions, duties, and obligations:

**(A) Design and Permitting Responsibilities:**

(1) The District shall engage one or more design engineering professionals, licensed, and registered with the State of Florida, for the Project.

(2) The design engineering professionals engaged by the District shall provide the Project design plans at 30%, 60%, 90% and 100% signed/sealed, plan revisions to accommodate property acquisition negotiations, all specifications, including technical specification package in FDOT (Florida Department of Transportation) format, estimated construction duration, contractor qualifications, bid documents, applicable, complete permit applications, utility relocation schedules, sketch and legal descriptions, parcel staking, appraisal service assistance, bidding services along with all supporting and associated documents, in both hard copy and electronic copy, to the County for review and approval by all relevant departments and agencies, at design phase completion, in accordance with the County's current submittal procedures and practices. The District will include any structural analysis for the mast arm design as required with signalized intersection pole relocation at Sarasota Center Boulevard and continued coordination with FPL for the transmission pole relocation as required at Fruitville Road and Lorraine Road. The District shall provide the Project Additions to the County by October 25, 2023 unless an extension is otherwise approved by the County. The design of the Project Additions shall be in conformance to current County Unified Development Code standards.

(3) The District agrees to require its design engineering professionals to exercise the appropriate standard of care throughout said professional's provision of the Project Additions. Acceptance of the Project Additions deliverables by the County shall not constitute a waiver or relieve the District's design engineering professionals of said design engineering professionals' obligation to provide signed and sealed design plans that are complete and accurate in all material respects for the Project.

(4) Concurrent with each design phase submittal of the design plans, the District shall furnish the County with a copy of its design engineering professionals' opinion of probable construction cost (EOPC) identifying associated unit cost sources. Each EOPC shall be provided for anticipated costs in the calendar year in which the design phase is completed and escalated to projected costs in the subsequent three (3) years.

(5) The District's design engineering professionals shall apply for and pursue the appropriate permits that are required to be obtained from the Southwest Florida Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health and the US Army Corps of Engineers, and from any other agency or utility requiring construction permitting or authorization of the Project. The District's design engineering professionals shall make their best efforts to obtain said permits before project Bidding Phase.

(6) The District agrees to require the design engineering professional firm(s) that it engages for the Project to provide limited construction phase services and prepare supplemental reports and plans as may be needed during construction of the Project. If included in an agreement for construction of the improvements, said provision of services shall be negotiated in good faith with the County and at the previously negotiated rates. The following statement will be incorporated into any resulting contracts between District and their design engineering professional firm(s):

*[INSERT DESIGN FIRM NAME] shall provide limited construction phase Engineer of Record services and prepare supplemental reports, plans and certifications as may be needed during construction of widening Fruitville Road from Debreceen Road to Lorraine Road (Project). Provision of these services shall be negotiated in good faith with the District, Sarasota County or an alternative entity as defined by Sarasota County.*

(7) The District agrees to require the design engineering professional firm(s) that it engages for preparation of the Project to maintain professional liability insurance with limits of not less than \$1,000,000.00 for professional services rendered in accordance with this Agreement.

(8) The District's Project consultant team will explore and offer opportunities to provide joint-use road, drainage or utility infrastructure that may provide mutual benefit to the Project and adjacent property owners. If such opportunities are identified, the District will negotiate in good faith with the County to minimize County Project or future construction related costs. Any resulting terms of agreement may be memorialized through amendment to this Agreement or separate agreement.

(9) All property granted to the County by the District shall have title insurance at the County's option, provided by and at the expense of District.



(10) At no additional cost to the County, the District shall deed and contribute to the County all necessary right of way and easements (Donated Parcels) that may be required for the Project located within Parcel ID 0207161000 and 0221013318 (northerly Laceleaf Boulevard and Lorraine Road intersections), including the necessary relocation or removal of any signs, walls, monuments or markers that is necessitated for the roadway design.

(11) The District shall acquire any additional, reasonable right of way and easements within Parcel ID 0207161000 and 0221013318 necessitated by the roundabout design (or other intersection control) (Additional Conveyance Instruments) from the landowner and developer and shall likewise deed and contribute said right of way and easements necessitated by the design to the County. The appraised value determined by Hetteema Saba, LLC will be paid to the District by the County upon County's receipt and approval of the Additional Conveyance Instruments.

**SECTION 5. COUNTY'S OBLIGATIONS.** The County hereby agrees to the following contributions, duties and obligations:

**(A) Funding:**

The Cost for the Project Additions shall be paid per applicable State Statutes per the following deliverable and payment schedule as follows:

(1) upon completion and acceptance of the thirty percent (30%) "preliminary plans and deliverables", County shall pay to the District a sum equal to \$157,792.00

(2) upon completion of design plans at sixty percent (60%) "permit plans and deliverables", County shall pay to the District a sum equal to \$150,292.00.

(3) upon completion of design plans at ninety percent (90%) "bid plans and deliverables", County shall pay to the District a sum equal to \$177,292.00.

(4) upon acceptance by the County of the one hundred percent (100%) signed/sealed plans, associated documents, approved permits and/or regulatory authorizations, the EOPC and proof of full payment to the design consultant(s), the County shall deliver to the District a sum equal to \$43,292.00.

(5) upon completion of Bid Phase services and deliverables, County shall pay to the District a sum equal to \$40,792.00.

(6) upon completion of Appraisal Services and deliverables, County shall pay to the District a sum not to exceed \$82,500.00.

(7) Contingency line item of \$100,000.00 included in this agreement; to be allocated as directed for design, construction or ancillary services as requested, with prior written approval by the County.

(8) Project funding is programmed through County CIP Project No. 95853.

**(B) Payment Authorization:**

The County Administrator or their designee is authorized to approve payments for the Project Additions.

**(C) Right of Way Acquisition:**

(1) Consistent with the approved road layout, the Construction Plans, and the expected agency permits for the Project Additions, the County shall take such steps as are necessary to acquire (i) required public rights of way; (ii) temporary construction easements, and (iii) permanent non-exclusive easements as necessary for roadway widening, and to retain and treat current, pre-construction, drainage discharges from the parent parcels from which rights of way are acquired (collectively the “Rights of Way”).

(2) The Right of Way properties expected to be acquired include 25 separate parent parcels identified on Exhibit “A” Parcel Acquisition Table attached hereto and incorporated herein.

(3) The District shall provide ancillary services including those provided by Hetteema Saba, LLC (Appraiser) and North County Partnership, LLC (Project Management), to support County in acquisition of the Rights of Way (the “Ancillary Services”). The cost of Ancillary Services shall be paid by County to the District upon completion and County’s acceptance of the Ancillary Services.

(4) County has procured current title information for the Rights of Way to be acquired and shall update the title information as needed to aid in the acquisition of parcels.

(5) County shall provide disclosure information and statutory notices, in a manner consistent with the prerequisites for pursuit of eminent domain. The County may direct District to assist with this task through the Ancillary Services.

(6) The County will be responsible for the acquisition of all other right of way and easements and the costs thereof with the exception of the Donated Parcels. The County may direct District to assist with this task through the Ancillary Services.

**SECTION 6. FUTURE CONSTRUCTION FUNDING.** This Agreement is for the Project Additions and Ancillary Services as outlined herein. The County may agree to negotiate an agreement for the full implementation and construction of the designed improvements in a separate agreement, as agreed upon by the District and County.

**SECTION 7. FORCE MAJEURE.** This Agreement is subject to Force Majeure and is contingent on strikes, accidents, acts of god, weather conditions, inability to secure labor, restrictions imposed by any government or governmental agency or other delays or inability to satisfy performance obligations set forth herein that are beyond the control of the applicable party. If a party’s performance hereunder is prevented by any cause of Force Majeure, then in that event, the Agreement may be terminated without penalty as follows:



(A) The party desiring to terminate the Agreement must provide written notice to all other Parties setting forth with specificity the grounds for such termination.

(B) The other Parties shall have thirty (30) business days from the date of their receipt of such notice of termination to deliver a written notice of dispute as to said termination in which event the dispute resolution provisions of this Agreement shall be thereupon promptly commenced by the Parties hereto. In the event of such dispute, the Agreement shall not terminate but all activities, to the extent reasonable, under the Agreement shall be suspended pending resolution of the dispute unless otherwise agreed to by the Parties.

**SECTION 8. DISPUTE RESOLUTION PROCESS.** In the event of a dispute between District and County under this Agreement, the District's President or Manager and the County Administrator or their respective designee(s) shall review such dispute and negotiate a mutually acceptable resolution. The mutual decision of the District President or Manager and County Administrator shall be final. In the event the District President and Manager and the County Administrator are unable to agree, the matter shall be referred to the respective Boards who may jointly elect to hold a joint meeting to resolve the matter. This process shall substitute for the dispute resolution process set forth in an applicable section of the Florida Statutes, or law.

**SECTION 9. LIABILITY.** The Parties to this Agreement shall not be deemed to assume any liability for the negligent, intentional or wrongful acts or omissions of any other Party or said other Party's officers, employees, consultants or contractors. Nothing contained herein shall be construed as a waiver by a party of the liability limits established in Section 768.28, Florida Statutes, other statute or common law. Further, nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 10. NOTICES.** Any and all written notices required or permitted to be given hereunder shall be in writing and deemed received upon hand delivery, facsimile transmission or after three (3) days if deposited in U.S. Mail and sent via certified mail, return receipt requested.

All notices to the County shall be sent to:

County Administrator  
1660 Ringling Boulevard  
Second Floor  
Sarasota, Florida 34236

Copy to:  
County Attorney  
1660 Ringling Boulevard  
Second Floor  
Sarasota, Florida 34236

All notices to North County shall be sent to:

Windward at Lakewood Ranch Community  
Development District  
5800 Lakewood Ranch Boulevard  
Sarasota, Florida 34240  
Designated Representative: Pat Neal and Jim Schier  
Phone: (941) 328-1111  
Fax: (941) 328-1100

Copy to:  
Edward Vogler II, Esq.  
705 10<sup>th</sup> Avenue West, Unit 103  
Palmetto, Florida 34221  
Phone: (941) 304-3400  
Fax: (941) 866-7648

**SECTION 11. LEGAL FEES AND COSTS.** The Parties agree to bear the expense of their respective legal fees and costs associated with the negotiation and preparation of this Agreement, as well as any actions enforcing the terms of this Agreement.

**SECTION 12. AMENDMENTS.** No change, modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by all of the Parties hereto with the same formality as this Agreement.

**SECTION 13. VENUE AND ELECTION OF REMEDIES.** This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action arising out of or necessary to enforce this Agreement shall be held in the Twelfth Judicial Circuit in and for Sarasota County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereinafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 14. WAIVER OF JURY TRIAL.** The Parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The Parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

**SECTION 15. DISCLAIMER OF BENEFICIARIES.** This Agreement is solely for the benefit of the herein specifically and formally named Parties and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formally named party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the formally named Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the formally named Parties hereto and their respective representatives, successors and assigns.

**SECTION 16. PARTIES DRAFTED EQUALLY.** The Parties acknowledge that each has shared equally in the drafting and preparation of this Agreement with the advice of their respective counsel and, accordingly, no arbitrator, mediator, court or administrative hearing officer construing this Agreement shall construe it more strictly against one party than the others and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning. In the case of a dispute concerning the interpretation of any word, phrase or provision of this Agreement, the Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 17. SEVERABILITY.** In the event any term, section, paragraph, sentence, covenant, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect unless the invalidity is as to a material or substantive obligation of a party in which event the Agreement may thereupon be terminated at the discretion of the adversely affected Party or Parties.

**SECTION 18. ENTIRE UNDERSTANDING.** This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations or agreements, either written or oral, relating to the matters which are the subject of this Agreement. Notwithstanding the foregoing, Contract No. 2020-495 remains valid and governs as it relates to the Original Project.

**SECTION 19. HEADINGS.** The headings and captions contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any manner the meaning or interpretation of this Agreement.

**SECTION 20. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SECTION 21. CLERK OF COURT.** A fully executed original of this Agreement shall be filed with the Clerk of the Circuit Court, in and for Sarasota County, Florida.

**SECTION 22. TERM.** This Agreement shall continue in full force and effect for five (5) years from its Effective Date, unless earlier terminated under the terms of this Agreement or by law.

**SECTION 23. EFFECTIVE DATE.** The Effective Date of this Agreement shall be made the date of its filing pursuant to Section 163.01(11), Florida Statutes.

**Sarasota County**

Sarasota County, a political subdivision of the State of Florida, acting by and through the Board of County Commissioners, with a quorum present and voting, did approve this Agreement on the 30<sup>th</sup> day of August, 2022.

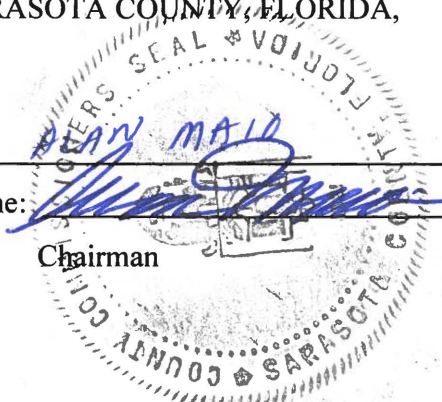
ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA,

By: Maria Bocci  
Deputy Clerk

By: [Signature]  
Name: [Signature]  
Chairman



Approved as to form and correctness:

[Signature]  
County Attorney CSM

Date: 8-30-2022

(This area intentionally left blank.)

**Windward at Lakewood Ranch Community Development District**

The Windward at Lakewood Ranch Community Development District, an independent special district of the State of Florida, acting by and through its Board of Supervisors, with a quorum present and voting, did approve this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

**WINDWARD AT LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

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

[DISTRICT SEAL]

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

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

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

(This area intentionally left blank.)

**EXHIBIT "A"**

**PARCEL ACQUISITION TABLE**

## EXHIBIT A - PARCEL AQUISITION TABLE

No.	PID	ADDRESS	OWNER	Drainage Esmt (acre)	Temp Const Esmt (acre)	Right of Way (acres)
1	0219040020	8130 FRUITVILLE RD	AMAI LLC	0.0341	0.0341	
2	0219040030	0 VICELA DR	MW MARLIN LLC	0.0319	0.0510	
3	0219040040	3400 PALEO DR	8250 VICELA DR LLC		0.0727	0.0874
4	0219040050	3400 PALEO DR	8250 VICELA DR LLC		0.0328	0.0476
5	0219013315	8301 FRUITVILLE RD	PREMIER A2 SARASOTA FL LLC	0.0442	0.0878	
6	0221013304	3101 BETHEL LN	SARASOTA MILITARY ACADEMY, INC	0.0423	0.0847	0.3558
7	0208040001	2985 BETHEL LN	BETHEL CHURCH INC	0.0069	0.0542	0.0579
8	0221013307	8500 FRUITVILLE RD	HOPE FELLOWSHIP MENNONITE CHURCH	0.0658	0.1744	0.5574
9	0221013316	8751 FRUITVILLE RD	FAITH BAPTIST CHURCH OF SARASOTA	0.0592	0.2409	0.7369
10	0221013305	8893 FRUITVILLE RD	YESHUAS LOVE BIBLICAL FELLOWSHIP		0.2385	0.5086
11	0207161000	2951 LACELEAF BLVD	NEAL COMMUNITIES OF SW FLORIDA, LLC	0.1658	0.0909	0.1942
12	0221013318	0 FRUITVILLE RD SARASOTA FL, 34240	NEAL COMMUNITIES OF SW FLORIDA, LLC	0.1005	0.0152	0.1004
13	0221013308	9229 FRUITVILLE RD	JOHN & CYNTHIA LONG	0.0212	0.0355	
14	0221013306	9303 FRUITVILLE RD	STEVEN V. KULICK		0.0046	
15	0221013102	9100 FRUITVILLE RD	SCOTT & LORENE SILVERMAN	0.2757	0.1426	1.1072
16	0221013311	9301 FRUITVILLE RD	CAROLYN F. KULICK-SIDDALL	0.0120	0.0355	
17	0221013314	N/A FRUITVILLE RD	JACK ANDREWS INC	0.0272	0.0277	0.0275
18	0221013313	N/A FRUITVILLE RD	FLORIDA POWER & LIGHT CO	0.1144		0.2658
19	0221030032	3001 FOUNDERS CLUB DR	THE FOUNDERS CLUB COMMUNITY ASSOC, INC	0.4020	0.1623	0.2787
20	0223002000	3000 LORRAINE RD	FERLISE HOLDINGS LTD, LLC	0.1060	0.0363	0.0579
21	0223001009	PARCEL 130	LOZIER FAMILY LLC	0.1361	0.0435	0.0533
22	0223001008	9833 FRUITVILLE RD	STEVEN & RHONDA PUHALY	0.0638	0.0319	
23	0223002010	N/A FRUITVILLE RD	JDCK OPERATIONS, LLC & RJB PARTNERS, LLC	0.0472	0.0587	0.0863
24	0223001012	9773 FRUITVILLE RD	KOPYSCINSKI	0.1722	0.0057	0.0087
25	0223003000	N/A FRUITVILLE RD	HI HAT RANCH, LLLP	0.0839	0.0940	0.0432

**TOTAL      21            24            18**

**TOTAL PARENT PARCELS      25**

**TOTAL PARCELS (ROW, DE & TCE)      63**

*(1) Appraisal services scope/fee provides for 5 contingency parcels*

**WINDWARD AT  
LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**5A**





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

August 16, 2022

Via: E-Mail ([adamsc@whhassociates.com](mailto:adamsc@whhassociates.com))

File: 215615662

Windward at Lakewood Ranch Community Development District  
 c/o Wrathell, Hunt and Associates, LLC  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

Attn: **Mr. Chelsey (Chuck) E. Adams, Jr.**  
**District Manager**

Reference: **Specific Authorization No. 9**  
**Professional Services Proposal for The Windward at Lakewood Ranch Community Development District – General District Engineering Services for Fiscal Year 2022-2023**

Dear Mr. Adams:

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 under our Master Services Agreement. Enclosed is a copy of our current Schedule of Fees, effective January 1, 2022.

Task	Services	Fee Type	Fee Amount
240	General Engineering Services FY 2022-2023	T/M*	(est.) \$ 20,000



**SA No. 9 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

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.**

Handwritten signature of Michael A. Kennedy in blue ink.

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

Handwritten signature of Christopher A. Wilhoit in blue ink.

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

Enclosures

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

---

Mr. Pete Williams, Chairman  
Windward at Lakewood Ranch Community  
Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431



## **SCHEDULE OF FEES**

Effective January 1, 2022

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

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

**WINDWARD AT  
LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**5B**



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

September 7, 2022

Via: E-Mail ([adamsc@whhassociates.com](mailto:adamsc@whhassociates.com))

Windward at Lakewood Ranch Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

Attn: **Mr. Chelsey (Chuck) E. Adams, Jr.**  
**District Manager**

Reference: **Specific Authorization No. 10**  
**Professional Services Proposal for The Windward at Lakewood Ranch Community Development District – Intersection Improvements at Fruitville Road and Founders Club Drive, Fruitville Road and Sarasota Center Boulevard, and Fruitville Road and Laceleaf Boulevard – Design, Permitting and Surveying Services**

Dear Mr. Adams:

Enclosed is Specific Authorization 10 for services within Windward at Lakewood Ranch. This Specific Authorization (SA) includes the following:

Intersection Improvements at Fruitville Road and Sarasota Center Boulevard, Fruitville Road and Founders Club Drive, and Fruitville Road and Laceleaf Boulevard. The improvements at Fruitville Road and Sarasota Center Boulevard Intersection include the design and permitting of a westbound-to-northbound right turn lane. The addition of the turn lane necessitates modifications to the signal mast arm in the northeast quadrant of the intersection and analyzation and redesign of the mast arm in the northwest quadrant of the intersection. The improvements at Fruitville Road and Founders Club Drive include the design and permitting of an intersection control roundabout. The improvements at Fruitville Road and Laceleaf Boulevard include the design and permitting of an intersection control roundabout.

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

Sincerely,

**Stantec Consulting Services Inc.**

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

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

Enclosure



**SA No. 10 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

### **Specific Authorization No. 10**

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

Further Description of Basic Engineering Services and Related Matters

- 1.0 Work includes
  - See Attachment A
- 2.0 Definition of Work Products
  - Conceptual/ Construction Plans
- 3.0 Items Required from Client
  - See Attachment B
- 4.0 Schedule
  - See Attachment C
- 5.0 Fee Proposal
  - See Attachment D

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

---

Mr. Pete Williams, Chairman  
Windward at Lakewood Ranch Community  
Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431





**SA No. 10 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

## **ATTACHMENT A – SA-10**

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

#### **Task 210 – Agency Coordination and Meetings**

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

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

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

##### Sarasota County Transportation and Public Utilities

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

##### Private Utility Companies

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

##### Coordination with Developers

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

##### Coordination with Grant Funding

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

#### **Task 310 – Sketch and Descriptions for Easement and Right-of-Way Dedication Tracts**

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

Sixty-two (62) parcel staking, including right-of-way tracts and easements. Stakes shall be flagged, labeled and color-coded (per standard); additionally, photos shall be taken of each staked area.



**SA No. 10 to General Provisions  
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Dated July 1, 2020**

### **Task 320 – Topographic Survey Information**

Supplemental topographic information will be gathered at both intersections in accordance with the "Standards of Practice for Land Surveying in the State of Florida," Chapter 5J-17.05, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Elevations will be taken on a  $\pm 100$ -foot grid, locating drainage ditches, utilities, pipes, and other man-made features within the proposed right-of-way. Elevations will be taken within a 100-foot-wide area along the baseline of the right-of-way width (plus 25 feet outside of proposed rights of way adjacent to proposed roundabout). Elevations will be relative to the North American Vertical Datum (NAVD), 1988. Modifications to the Fruitville Road Expansion baseline control and existing conditions map will be prepared for submittal with the first engineering plan submittal.

### **Task 330 – Subsurface Utility Investigation**

#### Investigation/ Designation

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

#### Specific-Purpose Survey (Designated Utilities)

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

### **Task 340 – Geotechnical Survey**

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

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





**SA No. 10 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

**Tasks 210 through 340 Deliverables:**

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

**Task 410 – Roadway Design Requirements/ Layout**

- Geometric design criteria.
  - o Access Management
  - o Intersection designs
    - Through Lane Accommodations
    - Turn Lane Accommodations
  - o Multimodal Accommodations
  - o Roadway cross-sections
    - Right-of-way versus easement consideration
    - Open drainage
    - Closed drainage
  - o Longitudinal Pond Design
- Prepare horizontal alignment of intersections.
- Identify right-of-way and easement acquisition needs for the intersection improvements.
- Identify existing public and private utilities at the intersection legs.
- Lighting Requirements.
- Appropriate pedestrian signal crossing for Fruitville Rd roundabout.



**SA No. 10 to General Provisions  
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Between Owner and Engineer  
Dated July 1, 2020**

- Prepare a CAD alignment for Fruitville Road for approximately 400 feet in each direction along Fruitville Road at the Founders Club Drive roundabout and the Fruitville Road and Laceleaf Boulevard roundabout; as well as the proposed turn lane at Sarasota Center Boulevard. including modifications to proposed stormwater areas to accommodate improvements. Stantec will provide an alignment for consideration that will depict preliminary grading.

**Environmental Services**

**Task 510 - Wetland Evaluation Report (WER)**

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

**Task 520 - Wetland Delineation**

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

**Task 530 - Wetland Classification and Characterization**

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

**Task 540 - Wetland Impact Justification and Mitigation**

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

**Task 550 – Stormwater Design**

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

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

**Task 560 - Engineer's Opinion of Probable Cost**

Upon completion and submittal of the Permitting Plans (60% Submittal), Bid Plans (90% Submittal) and Final Plans (100% Submittal) Stantec will prepare a preliminary opinion of probable





**SA No. 10 to General Provisions  
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Dated July 1, 2020**

construction cost (OPC). The OPC will be utilized for permitting, required bonding criteria, and support of the bidding process.

**Tasks 570/ 580 – Preparation of Construction Plans/ MOT Plans**

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

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

Anticipated plan sheets and submittal stages:

**Table**

PLAN SHEETS	# Sheet (original)	Phase I		Phase II	
		30%	60%	90%	100%
Cover Sheet	1	P	P	C	F
Drainage Map (1" = 200')	3	P	P	C	F
Typical Sections	2	P	P	C	F
General Notes/Key Map	1	---	P	C	F
Project Layout (1" = 200')	1	P	P	C	F
Mainline Roadway Plan-Profile (1" = 40')	6	P	P	C	F
Roundabout Grading Plan	1	---	P	C	F
Curb Return Profiles	10	---	P	C	F
Mainline X-Sections (50' spacing)	29	---	P	C	F
Pond Plan and Details (1" = 30')	2	---	P	C	F
Drainage Details	3	---	P	C	F
Utility Plan and Profile (1" = 40')	12	---	P	C	F
Signal Plans	5	---	P	C	F
Fiber Plan Modification	10	---	P	C	F
Miscellaneous Details	2	---	P	C	F
Signing and Marking Plans (1" = 40')	10	---	P	C	F
Traffic Control Plans/MOT	7	---	---	C	F



**SA No. 10 to General Provisions  
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Between Owner and Engineer  
Dated July 1, 2020**

PLAN SHEETS	# Sheet (original)	Phase I		Phase II	
		30%	60%	90%	100%
Best Management Plan	3	---	P	C	F
Landscape (County Minimum)	9	---	---	C	F
Modified Tree Disposition Plan	1	P	P	C	F
Street lighting with electrical	11	---	---	C	F
ROW plans and parcel descriptions	11	---	C	C	F
<b>TOTAL</b>	133				
P – Preliminary		C – Complete		F – Final	

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

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

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

Stantec will provide a construction schedule duration using MS Project software or equivalent, to show logic, sequenced activities, and roll-up tasks. Schedule will list the calculated number of construction days based on construction logic and sequencing specific for the project based on FDOT standards and production rates. (FDOT's Administration Manual) and the Critical Path Method. The time frame shall be listed in consecutive calendar days from Notice to Proceed (NTP) to Substantial Completion and Final Completion.

**Task 590 – Regulatory Agency Submittal/ Permitting**

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

- SWFWMD – Modification of General ERP for Fruitville Road Expansion
- Sarasota County - Concurrent Review – Site and Development/Construction Plans\*
- Army Corps of Engineers (USACE) Dredge and Fill Permitting (or FDEP based on recent transition of responsibilities).

\* Assumes Site Development/Concurrent Construction Plan Permitting; with electronic submittal and twenty working day turnaround for request for additional information from County review staff.

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





**SA No. 10 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

**Tasks 410 through 590 Deliverables:**

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

**Task 610 – Bid Phase Services**

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

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

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

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

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

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

**Task 610 Deliverables:**

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



**SA No. 10 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

**Task 710 – Landscape Planting and Irrigation**

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

**Task 720 – Lighting Plans**

Lighting Plans will be modified to accommodate intersection improvements.

**Tasks 710 and 720 Deliverables:**

1. Landscape/ Irrigation Plans
2. Lighting Plans

**Task 810 – Property Acquisition Support Services**

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

1. Ten (10) plan sheet revisions to accommodate modifications; to be incorporated into final construction Plan set.
2. Permit Certifications signed and sealed (PDF)

**SUMMARY OF DELIVERABLES**

**30% DELIVERABLES**

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

**60% DELIVERABLES**

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



**SA No. 10 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

Proposed Condition Stormwater Model  
Opinion of Probable Cost

90% DELIVERABLES

Bid Plan Set

Structural Design of Signal Modifications

Lighting / Landscape Plan Modifications

Traffic Control Plan Modifications

Sketch and Descriptions for Acquisition (62 total)

Parcel Staking (62 total)

Modifications to Project Bid Documents

Specifications and Technical Provisions

Draft Specification Package, Table of Contents,

Supplemental Specification, TSP, Permits, UWS

Opinion of Probable Cost

Permits – approved or status.

Complete Utility Work Schedule (UWS) plans

Completed FPL Transmission Power Relocation Plan Application

County Public Works Stormwater Model – approved or status

100% DELIVERABLES

Construction Plan Set

Opinion of Probable Cost

Complete Contract Docs and Specification Package with Table of Contents, GP's, Supplemental Specification, TPS, Permits, UWS

Qualification and cost letter (based on experience and FDOT Work Class)

Construction Duration Estimate (FDOT standard - Critical Path Method)

Permits – approved.

Complete Utility Work Schedule (UWS) plans

Complete FPL Transmission Power Relocation Plan

County Public Works Stormwater Model Approval

BID PHASE

Pre-Bid Meeting (scheduling, agenda, minutes)

Contractor Recommendation letter with Bid Summary Evaluation

Acquisition Support - Plan Modifications (10 modifications)

Revised Plans (if required)

**SCOPE ASSUMPTIONS AND EXCLUSIONS**

The following items are not included in this Scope of Services

- Construction Phase Services
- Permit application fees. Paid under the Interlocal Agreement.





**SA No. 10 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

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





**SA No. 10 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020**

### **ATTACHMENT B – SA-10**

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



SA No. 10 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020

### ATTACHMENT C – SA-10

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

#### SCHEDULE

Task	Description	Months
310-340	Surveying Services	4
410-590	Roadway Design/ Permit Processing	6
710-720	Landscape/ Lighting	1
810	Property Acquisition Support	6

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



SA No. 10 to General Provisions  
Attached to Agreement for Services  
Between Owner and Engineer  
Dated July 1, 2020

**ATTACHMENT E - SA-10**

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

<b>Tasks</b>	<b>Milestones</b>	<b>Fee Type</b>	<b>Fee Amount</b>
210, 320, 330, 340, 410, 560	Design/ Preparation of 30% Conceptual Plans	Fixed	\$ 151,000
510-560, 590, 710, 720, 810	Design/ Preparation of 60% Permit Package(s)/Plans	Fixed	\$ 143,550
310, 560, 570, 580, 810	Design/ Preparation of 90% Bid Documents/Plans	Fixed	\$ 50,475
560, 570, 580, 710, 720, 810	Design/ Preparation of 100% Construction Documents/Plans	Fixed	\$ 36,475
610, 810	Bid Phase Services	Fixed	\$ 34,000
<b>TOTAL CONTRACT AMOUNT</b>			<b>\$ 515,500</b>



## SCHEDULE OF FEES

Effective January 1, 2022

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

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

**WINDWARD AT  
LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**6**





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941.926.2880 f  
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## FEE PROPOSAL SEPTEMBER 8, 2022

**CLIENT:** Windward at Lakewood Ranch Community Development District

**EMAIL:** C/O [benquartermaine@stantec.com](mailto:benquartermaine@stantec.com)

**NUMBER:** M. (941) 780-5787

**FROM:** Roger L. Hettema, MAI, SRA  
State Certified General Real Estate Appraiser RZ45

**SUBJECT:** Right of Way Project on Fruitville Road involving takings from 25 properties as shown on attached list plus 5 contingency sites if needed.

**SCOPE OF WORK:** Provide appraisal notices to property owners and perform appraisals of each of the subject properties to conclude opinions of market value and severance damages, if any, of the various takings including temporary construction easements, permanent easements, and permanent right of way needed for the improvement of Fruitville Road. The appraisals will comply with the Uniform Standards of Professional Appraisal Practice (USPAP) and the State of Florida appraisal standards. Client acknowledges that my employment is based on my professional research and analyses with no bias or preconceived results and that my fee is earned regardless of the outcome and/or my opinions of value.

**FEES & TIME:** \$82,500 (\$2,750 per Parcel) due upon completion and delivery of the reports. Work time from receipt of all necessary documents is 8 weeks or less. Update fee for appraisals that are out of date \$1,250 per parcel not to exceed a total of \$37,500. Follow up time including meetings, depositions, or court testimony will be billed at \$250 per hour

ACCEPTANCE AND AUTHORIZATION BY \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

IF TRANSMISSION (TWO PAGES) IS INCOMPLETE OR ILLEGIBLE  
PLEASE CONTACT SENDER [roger@hettemasaba.com](mailto:roger@hettemasaba.com)

**WINDWARD AT  
LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

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

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

	General Fund	Debt Service Fund Series 2020	Debt Service Fund Series 2022	Capital Projects Fund Series 2020	Capital Projects Fund Series 2022	Total Governmental Funds
<b>ASSETS</b>						
Cash	\$ 12,686	\$ -	\$ -	\$ -	\$ -	\$ 12,686
Investments						
Reserve	-	88,879	418,300	-	-	507,179
Prepayment	-	473,452	-	-	-	473,452
Revenue	-	126,434	-	-	-	126,434
Construction	-	-	-	3,317,170	6,168,941	9,486,111
Capitalized Interest	-	-	287,598	-	-	287,598
Due from Developer	87,038	-	-	-	-	87,038
Deposits	25	-	-	-	-	25
Total assets	<u>\$ 99,749</u>	<u>\$ 688,765</u>	<u>\$ 705,898</u>	<u>\$ 3,317,170</u>	<u>\$ 6,168,941</u>	<u>\$ 10,980,523</u>
<b>LIABILITIES</b>						
Liabilities:						
Accounts payable	\$ 93,724	\$ -	\$ -	\$ -	\$ -	\$ 93,724
Contracts payable	-	-	-	-	2,758,152	2,758,152
Retainage payable	-	-	-	625,762	70,248	696,010
Developer advance	6,000	-	-	-	-	6,000
Total liabilities	<u>99,724</u>	<u>-</u>	<u>-</u>	<u>625,762</u>	<u>2,828,400</u>	<u>3,553,886</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Deferred receipts	81,038			-	-	81,038
Total deferred inflows of resources	<u>81,038</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>81,038</u>
<b>FUND BALANCES</b>						
Restricted for:						
Debt service	-	688,765	705,898	-	-	1,394,663
Capital projects	-	-	-	2,691,408	3,340,541	6,031,949
Unassigned	(81,013)	-	-	-	-	(81,013)
Total fund balances	<u>(81,013)</u>	<u>688,765</u>	<u>705,898</u>	<u>2,691,408</u>	<u>3,340,541</u>	<u>7,345,599</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 99,749</u>	<u>\$ 688,765</u>	<u>\$ 705,898</u>	<u>\$ 3,317,170</u>	<u>\$ 6,168,941</u>	<u>\$ 10,980,523</u>

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

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 228,520	\$ 236,139	97%
Developer contribution	-	5,020	-	N/A
Lot closing	-	6,105	-	N/A
Total revenues	<u>-</u>	<u>239,645</u>	<u>236,139</u>	101%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisor's fees	1,000	11,600	12,000	97%
Management/accounting/recording	4,000	28,000	30,000	93%
Legal	5,104	31,142	20,000	156%
Engineering	2,530	4,043	15,000	27%
Audit	900	4,400	6,000	73%
Assessment roll prep	-	7,500	7,500	100%
Reamortization schedules	-	-	250	0%
Dissemination agent	166	2,833	5,000	57%
Trustee	-	4,031	6,000	67%
Telephone	17	33	-	N/A
Postage	23	141	300	47%
Printing & binding	41	83	-	N/A
Legal advertising	291	5,629	4,000	141%
Annual special district fee	-	175	175	100%
Public officials' insurance	-	2,250	2,475	91%
General insurance	-	2,750	3,025	91%
Contingencies/bank charges	-	-	180	0%
Miscellaneous	-	-	500	0%
Office supplies	-	245	250	98%
Website	-	1,630	2,700	60%
Total professional & administrative	<u>14,072</u>	<u>106,485</u>	<u>115,355</u>	92%
<b>Field Operations</b>				
Well pump maintenance	-	-	4,500	0%
Wetland maintenance	6,900	37,538	25,000	150%
Wetland monitoring contract	13,475	70,685	36,000	196%
Pond maintenance contract	257	11,089	15,084	74%
Pond maintenance	-	650	20,000	3%
Irrigation pump maintenance contract	23,042	61,125	3,200	1910%
Irrigation pump maintenance	-	17,431	5,000	349%
Drainage maintenance	-	-	5,000	0%
Streetlights	1,610	13,983	5,000	280%
Curb replacement	-	-	2,000	0%
Effluent water supply	29	29	-	N/A
Waterline flushing	6,671	6,671	-	N/A
Total field operations	<u>51,984</u>	<u>219,201</u>	<u>120,784</u>	181%
Total expenditures	<u>66,056</u>	<u>325,686</u>	<u>236,139</u>	138%
Excess/(deficiency) of revenues over/(under) expenditures	(66,056)	(86,041)	-	
Fund balances - beginning	(14,957)	5,028	-	
Unassigned	(81,013)	(81,013)	-	
Fund balances - ending	<u>\$ (81,013)</u>	<u>\$ (81,013)</u>	<u>\$ -</u>	



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

	Current Month	Year To Date
<b>REVENUES</b>		
Assessment levy: off-roll	\$ -	\$ 922,902
Assessment prepayments	22,660	1,375,303
Interest	3	29
Lot closing	249	39,603
Total revenues	22,912	2,337,837
<b>EXPENDITURES</b>		
<b>Debt service</b>		
Principal - S2020A1	-	110,000
Principal prepayment - S2020A-2	-	1,330,000
Interest - S2020A-1	-	244,065
Interest - S2020A-2	-	320,375
Interest - S2020A-3	-	166,355
Total expenditures	-	2,170,795
Excess/(deficiency) of revenues over/(under) expenditures	22,912	167,042
Fund balances - beginning	665,853	521,723
Fund balances - ending	\$ 688,765	\$ 688,765

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

	Current Month	Year To Date
<b>REVENUES</b>		
Interest / misc. income	\$ 4	\$ 11
Total revenues	4	11
<b>EXPENDITURES</b>		
<b>Debt service</b>		
Interest	-	70,301
Cost of issuance	-	153,975
Total expenditures	-	224,276
Excess/(deficiency) of revenues over/(under) expenditures	4	(224,265)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	1,255,348
Underwriter's discount	-	(279,434)
Transfers out	-	(45,751)
Total other financing sources	-	930,163
Net change in fund balances	4	705,898
Fund balances - beginning	705,894	-
Fund balances - ending	\$ 705,898	\$ 705,898

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

	Current Month	Year To Date
<b>REVENUES</b>		
Developer contribution	\$ -	\$ 1,712,222
Interest / misc. income	14	127
Total revenues	14	1,712,349
<b>EXPENDITURES</b>		
Capital outlay	-	1,910,120
Developer advance repayment	-	327,019
Total expenditures	-	2,237,139
Excess/(deficiency) of revenues over/(under) expenditures	14	(524,790)
Fund balances - beginning	2,691,394	3,216,198
Fund balances - ending	\$ 2,691,408	\$ 2,691,408

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

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 26	\$ 104
Total revenues	26	104
<b>EXPENDITURES</b>		
Capital outlay	2,788,670	2,954,882
Developer advance repayment	245,938	6,870,084
Total expenditures	3,034,608	9,824,966
Excess/(deficiency) of revenues over/(under) expenditures	(3,034,582)	(9,824,862)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	13,119,652
Transfer in	-	45,751
Total other financing sources/(uses)	-	13,165,403
Net change in fund balances	(3,034,582)	3,340,541
Fund balances - beginning	6,375,123	-
Fund balances - ending	\$ 3,340,541	\$ 3,340,541



**WINDWARD AT  
LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

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

The Board of Supervisors of the Windward at Lakewood Ranch Community Development District held Multiple Public Hearings and a Regular Meeting on August 17, 2022, at 12:00 P.M., at 5800 Lakewood Ranch Blvd, Sarasota, Florida 34240.

**Present were:**

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

**Also present, were:**

Chuck Adams	District Manager
Ed Vogler (via telephone)	District Counsel
Mike Kennedy	District Engineer
John Nokes	Resident
Michael Hall	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the meeting to order at 12:06 p.m. Supervisors Williams, Foster, Blakley and Leinaweaver were present. Supervisor Weidemiller was attending via telephone.

**SECOND ORDER OF BUSINESS**

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

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2022-17, Ratifying the Action of the District Manager in Re-Setting the Date of the Public Hearing on the Proposed Budget for Fiscal Year 2022/2023; Amending Resolution 2022-09 to Reset the Hearing Thereon; Providing a Severability Clause; and Providing an Effective Date**

44 Mr. Adams presented Resolution 2022-17.

45

**On MOTION by Mr. Williams and seconded by Mr. Leinaweaver, with all in favor, Resolution 2022-17, Ratifying the Action of the District Manager in Re-Setting the Date of the Public Hearing on the Proposed Budget for Fiscal Year 2022/2023; Amending Resolution 2022-09 to Reset the Hearing Thereon; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

51

52

**FOURTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year 2022/2023 Budget**

54

55

**A. Proof/Affidavit of Publication**

57 The affidavit of publication was included for informational purposes.

**B. Consideration of Resolution 2022-18, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date**

62 Mr. Adams presented Resolution 2022-18. He reviewed the proposed Fiscal Year 2023 budget, and explained the reasons for increases, decreases and adjustments, compared to the Fiscal Year 2022 budget. He noted significant increases to operating costs because most of the facilities are operational, which increased total expenditures by approximately \$350,000. Removal of off-roll assessments and Developer contributions in Fiscal Year 2023 also contributed significantly to increasing the per unit assessment compared to Fiscal Year 2022.

68

**On MOTION by Mr. Williams and seconded by Mr. Leinaweaver, with all in favor, the Public Hearing was opened.**

71

72

73 Resident John Nokes noted much discussion about moving Operations & Maintenance (O&M) from the HOA to the CDD and asked if the proposed Fiscal Year 2023 budget accounts for that. Mr. Adams replied affirmatively and stated he worked with Ms. Tracy Hecht, of the HOA, and Mr. Kennedy to ensure that there is no duplication of services. The CDD’s budget runs October 1 through September 30. The HOA’s budget runs January 1 through December 31. The CDD may take on O&M right away and enter into Funding Agreements with the Developer for expenses that arise before the CDD receives the assessment revenues from the Tax Collector.

80 Resident Michael Hall questioned the \$350,000 increase. Mr. Adams stated the increase  
81 is due to facilities coming online for maintenance. Mr. Williams discussed the difference  
82 between HOA and CDD management and stated that the CDD assesses and budgets for actual  
83 needs in the current year and assessments are calculated annually. In the first three to five  
84 years, property owners might see reasonable increases for those areas that were not initially  
85 maintained by the CDD and, once all CDD operated assets are being maintained and operated,  
86 the cost increases generally level off to cost of living types of increases.

87 Asked if the number of units affects assessments, Mr. Williams stated that all  
88 Landowners pay assessments, including the Landowners of platted lots, so the number of  
89 residences does not impact the amounts assessed.

90 Mr. Adams reviewed the increases to the professional and administrative, engineering  
91 and operations expenses related to new facilities coming online. He noted that wetland  
92 maintenance, irrigation system management and the purchase of effluent and reclaimed water  
93 from the County accounted for the largest budgetary increases.

94 Mr. Williams stated governmental non-ad valorem assessments are only assessed for  
95 specific expenses with a specific benefit to the end users; the CDD does not have a buildout  
96 budget as an HOA might. Once the project is complete and everything including landscaping  
97 and ponds that is intended to be owned and operated by the CDD is in the ground, assessments  
98 typically level off to reflect cost of living increases, unless there are additional resident  
99 expectations or unanticipated demands for service.

100 Mr. Hall asked if an annual assessment increase of approximately \$700 can be expected  
101 for the next three to five years and asked if this was forecast to be in that range. Mr. Adams  
102 stated, while such a forecast is often done, he was not here when or if the builders generated  
103 such a forecast for the buyers. Regarding future assessments, Mr. Adams stated to the extent  
104 that an assessment increase occurs in the upcoming years, property owners will receive notices.

105 Mr. Hall asked if a proposed rezoning meeting to include Martinique would affect the  
106 taxes paid by Windward residents. Mr. Adams stated that is not a CDD business item and he has  
107 no knowledge about it. Mr. Hall asked who to consult to find out if Martinique property owners  
108 will have access to the Windward Clubhouse, given that it is an adjacent property. Mr. Williams  
109 stated those questions are addressed in the Disclosures.

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**On MOTION by Mr. Williams and seconded by Ms. Foster, with all in favor, the Public Hearing was closed.**

Mr. Williams stated his understanding that there was more master infrastructure in the early stage than there will be in the future phases, so, part of the \$700 increase this year includes some master infrastructure being maintained but, on a pro rata basis, future assessment increases should be less because the focus will be on fixed infrastructure, rather than master infrastructure. Mr. Kennedy stated Mr. Williams’ understanding is correct.

**On MOTION by Mr. Williams and seconded by Mr. Leinaweaver, with all in favor, Resolution 2022-18, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.**

**FIFTH ORDER OF BUSINESS**

**Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2022/2023, Pursuant to Florida Law**

**A. Proof/Affidavit of Publication**

**B. Mailed Notice(s) to Property Owners**

These items were included for informational purposes.

**C. Consideration of Resolution 2022-19, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date**

**On MOTION by Mr. Williams and seconded by Mr. Blakley, with all in favor, the Public Hearing was opened.**

No members of the public spoke.



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**On MOTION by Mr. Williams and seconded by Mr. Blakley, with all in favor, the Public Hearing was closed.**

Mr. Adams presented Resolution 2022-19.

**On MOTION by Mr. Williams and seconded by Ms. Foster, with all in favor, Resolution 2022-19, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

**SIXTH ORDER OF BUSINESS**

**Consideration of Hoover Pumping Systems Maintenance Agreement MA#5273**

Mr. Adams presented the Hoover Pumping Systems Maintenance Agreement.

**On MOTION by Mr. Williams and seconded by Mr. Blakley, with all in favor, the Hoover Pumping Systems Maintenance Agreement MA#5273, was approved.**

**SEVENTH ORDER OF BUSINESS**

**Ratification of Termination of Contract with Jon M. Hall Company**

Mr. Adams presented the Morris Engineering letter detailing the deficiencies related to Jon M. Hall Company (JMH) and the recommendation to terminate the JMH contract.

Discussion ensued regarding the termination letter, lack of response from JMH, exhaustion of remedies, retainage and further actions.

**On MOTION by Mr. Williams and seconded by Mr. Leinaweaver, with all in favor, termination of the contract with Jon M. Hall Company, was ratified.**

**EIGHTH ORDER OF BUSINESS**

**Consideration of Eco-Logic Services LLC, Agreement for Environmental Services, Phases 2 and 3**

Mr. Adams presented the Eco-Logic Services LLC, Agreement for Environmental Services.

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**On MOTION by Mr. Williams and seconded by Mr. Leinaweaver, with all in favor, the Eco-Logic Services LLC, Agreement for Environmental Services, for Phases 2 and 3, was approved.**

**NINTH ORDER OF BUSINESS**

**Acceptance of the Unaudited Financial Statements as of June 30, 2022**

Mr. Adams presented the Unaudited Financial Statements as of June 30, 2022.

**On MOTION by Mr. Williams and seconded by Mr. Weidemiller, with all in favor, the Unaudited Financial Statements as of June 30, 2022, were accepted.**

**TENTH ORDER OF BUSINESS**

**Approval of July 13, 2022 Regular Meeting Minutes**

Mr. Adams presented the July 13, 2022 Regular Meeting Minutes.

**On MOTION by Mr. Williams and seconded by Mr. Leinaweaver, with all in favor, the July 13, 2022 Regular Meeting Minutes, as presented, were approved.**

**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

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

Mr. Vogler stated that he found the Chair’s explanations about the budget to be very succinct and effective and stated he wanted to ratify that process for the CDD and the budgets that the Board will consider and adopt. As noted, only those monies to be expended during the fiscal year can be budgeted and he believes that is what was done.

Mr. Vogler expressed appreciation for the explanations with regard to the termination of the contract with JMH. He stated the CDD has worked with JMH for a long time, through the District Engineer and the Project Engineer, to try getting the project finished. He is aware of other projects in which this contractor is having some difficulty finishing. He expressed regret about the CDD having to take this action and stated Staff would have preferred to do anything short of termination. He noted the possibility that JMH will file suit against the CDD seeking to recover the retainage, or most of it. Staff will have to deal with that if it comes to that.

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

228 Mr. Kennedy stated he is drafting the Effluent Agreement with the County. This item will  
229 be included on the next agenda.

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

- 231 • **NEXT MEETING DATE: September 14, 2022 at 12:00 P.M.**

- 232 ○ **QUORUM CHECK**

233 The next meeting will be held on September 14, 2022.

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235 **TWELFTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

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237 Mr. Weidemiller recalled that, during the budget discussion, it was noted that Mr.  
238 Adams worked with Ms. Hecht, of the HOA, to ensure that the CDD will assume responsibility  
239 for some of the HOA expenses. He asked if that would be an offsetting reduction in the HOA  
240 annual fees. Mr. Adams stated it is possible but he cannot speak on behalf of the HOA; the HOA  
241 might have increases in other parts of its budget. Mr. Weidemiller asked if the CDD assumed  
242 some expenses this year that the HOA assumed last year. Mr. Adams replied affirmatively;  
243 there are no services being paid for by both entities.

244 A Board Member noted a discussion in June regarding aeration to eliminate pond scum.  
245 Mr. Adams recalled the discussion and stated the proposal has not moved forward at this time.  
246 Mr. Williams stated some research remains to be done. The consensus was this is worth  
247 exploring. Mr. Williams stated the expense for that should not be high so, in the interest of  
248 expediency, he should be able to approve the expense between meetings.

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250 **THIRTEENTH ORDER OF BUSINESS**

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

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253 Mr. Hall asked which entity is responsible for the curbs adjacent to the cement curb  
254 before the asphalt. He noted that many homes need similar repairs. Mr. Adams stated he had  
255 not been advised about this issue as a CDD item; it might be a warranty matter. Staff will follow  
256 up with the project manager.

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258 **FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

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261 **On MOTION by Mr. Williams and seconded by Ms. Foster, with all in favor, the**  
262 **meeting adjourned at 12:42 p.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

**WINDWARD AT  
LAKEWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**



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

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