

**LAKES OF
SARASOTA**

**COMMUNITY DEVELOPMENT
DISTRICT**

March 8, 2023

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Lakes of Sarasota 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

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

March 1, 2023

Board of Supervisors
Lakes of Sarasota Community Development District

Dear Board Members:

The Board of Supervisors of the Lakes of Sarasota Community Development District will hold a Regular Meeting on March 8, 2023 at 11:30 a.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 Lorraine Road Extension Project Documents
 - A. Developer Funding and Reimbursement Agreement
 - B. Interlocal Agreement for Design and Permitting of Lorraine Road
 - C. Proposals/Consultant Contracts
4. Acceptance of Unaudited Financial Statements as of January 31, 2023
5. Approval of February 8, 2023 Regular Meeting Minutes
6. Staff Reports
 - A. District Counsel: *Vogler Ashton, PLLC*
 - B. District Engineer: *AM Engineering, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: April 12, 2023 at 11:30 AM

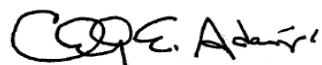
○ QUORUM CHECK

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

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

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

Sincerely,



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

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 229 774 8903

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

3A

Developer Funding and Reimbursement Agreement

This Developer Funding and Reimbursement Agreement (the “Agreement”), is made by and between **Neal Communities of Southwest Florida, LLC**, a Florida limited liability company (“Neal”), whose address is 5800 Lakewood Ranch Blvd., Sarasota, Florida, 34240, and the **Lakes of Sarasota Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as “District”) and is dated as of this ____ day of March, 2023, (the “Effective Date”).

RECITALS

WHEREAS, Neal is developing a project referred to as the “Grand Park Project” located in Sarasota County, Florida, and District is financing certain public improvements for and benefitting the Grand Park Project; and,

WHEREAS, District and Sarasota County are parties to that certain “Interlocal Agreement Between Sarasota County, Florida, and the Lakes of Sarasota Community Development District Relating to the Design and Permitting of Lorraine Road”, dated March __, 2023, as recorded in the Public Records of Sarasota County, Florida, (the “Engineering Agreement”); and,

WHEREAS, pursuant to the Engineering Agreement, the District agreed to design, engineer and permit Lorraine Road from the McCann Holdings property line northeast for approximately 2.42 miles (to be accomplished by Stantec Consulting Services, Inc. “Stantec”) (collectively the “County Facilities”); and,

WHEREAS, as part of the services required to perform the Engineering Agreement, the District has or will engage (i) Stantec pursuant to separate agreements (referred to herein as the “Contracts For Engineering Services”) and (ii) additional consultants to provide ancillary services, including environmental and archeological services (the “Ancillary Consultants”); and,

WHEREAS, under the Engineering Agreement the County has agreed to provide reimbursement of the cost incurred by the District for the design, engineering, and permitting of the County Facilities (the “Reimbursements”); and,

WHEREAS, the District finds the Engineering Agreement and the desire to provide a regional roadway network to be in the best interests of the District and all residents therein; and,

WHEREAS, it is intended and expected that the Reimbursements will be sufficient to fully fund the obligations under the Engineering Agreement, Developer has agreed to fund any unfunded cost expended by the District for the County Facilities under the Engineering Agreement, if required,

WHEREAS, the Developer has advance funded sums due to the Ancillary Consultants, the reimbursement of which funds will be included in the Reimbursements and are properly further reimbursed to Developer upon receipt.

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.
2. **Developer Funding of Improvements.** Neal, as Developer, agrees to fund all costs and expenses expended for the County Facilities under the Engineering Agreement which are not funded by Sarasota County in the Reimbursements, it being the Developer’s understanding and acknowledgement that no funding shall be provided or financed by any District Capital Improvement Revenue Bonds, or otherwise for the County Facilities.

3. **District Reimbursement to the Developer.** Upon receipt of the Reimbursements allocated to funds advanced by the Developer to pay the Ancillary Consultants, the District shall reimburse Developer for such funds advanced.
4. **Applicable Law.** This Agreement has been executed and delivered in the State of Florida. The rights of all parties hereunder shall be governed and decided exclusively by the laws of the State of Florida, with venue situate in Sarasota County, Florida.

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

[Signature On Following Pages]

[Signature Page to Developer Funding and Reimbursement Agreement]

DEVELOPER:

NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC, a Florida limited liability company,

By: NCDG Management, LLC, a Florida limited liability company, its Manager

By: _____
Name: Pamela Curran
Its: Manager

Witness

Print Name of Witness

Witness

Print Name of Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of (____) physical presence or (____) online notarization this ____ day of _____, 2023, by Pamela Curran, as Manager of NCDG Management, LLC, a Florida limited liability company, as Manager of Neal Communities of Southwest Florida, LLC, a Florida limited liability company, on behalf of the Company, (____) who is personally known to me, or (____) who has produced _____ as identification.

(Affix Seal)

Signature of Notary Public
Print Notary Name: _____
NOTARY PUBLIC STATE OF FLORIDA
Commission No. _____
Expiration Date: _____

[Signature Page to Developer Funding and Reimbursement Agreement]

DISTRICT:

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT**, a local
unit of special purpose government

Attest:

By: _____

Print Name
Title: Asst. Secretary

Its: Chairman

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (____) physical presence or (____) online notarization this ____ day of _____, 2023, by _____, as Chairman of the Lakes of Sarasota Community Development District, a local unit of special purpose government, on behalf of the District, (____) who is personally known to me, or (____) who has produced _____ as identification.

(Affix Seal)

Signature of Notary Public
Print Notary Name: _____
NOTARY PUBLIC STATE OF FLORIDA
Commission No. _____
Expiration Date: _____

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

3B

Prepared by and return to:



200 S. Orange Avenue

Sarasota, FL 34236

941-366-4800

Attention: Charles D. Bailey, III, Esq.

INTERLOCAL AGREEMENT BETWEEN
SARASOTA COUNTY, FLORIDA, AND THE LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
RELATING TO THE DESIGN AND PERMITTING
OF LORRAINE ROAD

This “Interlocal Agreement Between Sarasota County, Florida, and the Lakes of Sarasota Community Development District Relating to the Design and Permitting of Lorraine Road” (this “Agreement”) is made and entered by and between, Sarasota County, a political subdivision of the State of Florida (the “County”), and the Lakes of Sarasota Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “District”) (collectively, the County and the District may be referred to as the “Parties” or, singularly, a “Party”).

RECITALS:

- A. The District is established pursuant to Chapter 190, *Florida Statutes*, with general and special powers to provide for public infrastructure which benefits the District, including the design and implementation of elements of a regional roadway network. The District embraces the land described in Exhibit “A,” attached hereto and made a part hereof (“District Lands”).
- B. The residents of the District and the County will be benefitted by an approximately 2.42-mile segment of the future extension of Lorraine Road (classified as a 4-lane Minor Arterial Road as shown on Maps 10-8 and 10-9, Chapter 10 of the Comprehensive Plan) which the County desires to be constructed, in order to ultimately provide an important roadway corridor benefitting the District and the County extending over 8 miles from Clark Road (SR 72) to Knights Trail Road (“Lorraine Road”).
- C. A corridor study for Lorraine Road has been prepared by the District and delivered to the County pursuant to the “Interlocal Agreement Between Sarasota County, Florida, and the Lakes of Sarasota Community Development District Relating to the Lorraine Road and Ibis Street Corridor Study,” executed and delivered by the District and the County, known as Contract No. 2021-129, and recorded in Official Records Instrument # 2023028800, Public Records of Sarasota County, Florida (the “Corridor Study Agreement”).
- E. The corridor study described in Recital C, above, was performed by Stantec Consulting Services, Inc., and is entitled “Lorraine Road Extension ‘Missing Link’ Northern Leg” (signed and sealed August 24, 2021) (the “Corridor Study”).

- F. The southern 2.42-mile segment of Lorraine Road identified as “Alignment Option 3” in the Corridor Study is graphically depicted on Exhibit “B,” attached hereto and made a part hereof, and is referred to in this Agreement as the “Road Project.” (The segments of Lorraine Road north and south of the Road Project are addressed by separate agreements the County is entering with other parties as described in Section 2.H, below.)
- G. The Parties’ entered the Corridor Study Agreement to memorialize their desire to cooperate with each other in providing the necessary first element of the Road Project; that is, establishing the Road Project’s alignment and examining pertinent issues associated with its ultimate construction, including environmental features, future land use, and economic factors.
- H. As the completed Corridor Study establishing the Road Project’s alignment has been delivered to, approved and accepted by the County as to Alignment Option 3, including approval and acceptance of the corridor study for the segment of Lorraine Road that is the subject of the Palmer Ranch Agreement known as Sarasota County Contract No. 2021-130, the Parties are entering this Agreement to memorialize their desire to cooperate with each other in providing next necessary element of the Road Project; that is, completing the Road Project’s engineering design and permitting.
- I. The Parties agree that the proposed District cost and schedule for performing the engineering design and permitting of the Road Project are estimated to be less and shorter than what the County could self-perform.
- J. The County’s FY 2023 - 2027 Capital Improvement Program includes the Lorraine Road (Clark Road to Knights Trail) Segment B – Design Project No. 95001 for the purpose of performing the engineering design and permitting of the Road Project.
- K. The District is willing to complete the engineering design and permitting of the Road Project in exchange for reimbursement of its reasonable costs as described herein.
- L. The County has provided the District with a fixed sum of \$2,395,000.00 toward the costs associated with the engineering design and permitting of the Road Project, which amount is programmed and fully-funded in the CIP Project referenced in Recital J, above.
- M. The Parties are each authorized to enter into this Agreement pursuant to Section 163.01, *Florida Statutes*.
- N. The Parties are entering this Agreement to set forth their respective agreements, consent, understandings, contributions, duties, and obligations regarding the design and permitting of the Road Project.

NOW, THEREFORE, in accordance with Chapter 163, Part I, *Florida Statutes*, and in consideration of the mutual obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree 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. DISTRICT'S OBLIGATIONS. The District shall complete the engineering design and permitting of the Road Project in accordance with the regulatory requirements of the County and any other governmental agency having permitting authority over the Road Project, and in doing so, shall comply with the following:

A. Consultants. The District shall engage one or more design engineering professionals, licensed and registered with the State of Florida, for the design and permitting of the Road Project in accordance with Section 287.055, *Florida Statutes*. Prior to initiating such consultant services, District will provide County with a report outlining their consultant selection process along with how it adhered to Section 287.055, *Florida Statutes*.

B. Consultant Scope and Road Project Deliverables. The design engineering professionals engaged by the District shall provide the Road Project design plans at 30%, 60%, 90% and 100% signed/sealed, 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, 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 deliverables for each phase of the Road Project design plan process described in this Section 2.B are as follows:

1. *30% Submittal.*

- a. Geometric Design Criteria – Updated;
- b. Geometric Plan view of Intersections;
- c. Topographic Survey (signed/sealed);
- d. Geometric Planview of Intersections; and
- e. Subsurface Utility Map (signed/sealed) (collectively, “30% Submittal”).

2. *60% Submittal.*

- 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; and
- g. Opinion of Probable Cost Road and Utility (collectively, “60% Submittal”).

3. *90% Submittal.*

- a. Bid Plan Set;

- b. Structural Design of Signal Modifications;
- c. Lighting/Landscape Plan Modifications;
- d. Modifications to Project Bid Documents;
- e. Specification Package, Table of Contents, Supplemental Specifications, Technical Special Provisions (TSP), General Provisions, Permits, UWS;
- f. Opinion of Probable Cost and Bid Form;
- g. Utility Work Schedule (UWS), coordinate with FPL, Frontier, TECO, AT&T, City of Sarasota, Sarasota County Utilities and other applicable utility entities; and
- h. Approved Stormwater Model – Approved or Status (collectively, “90% Submittal”).

4. *100% Submittal.*

- a. Construction Plan Set – For Bidding;
- b. Opinion of Probable Cost and Bid Form;
- c. Approved Permits;
- d. Complete Utility Work Schedule (UWS) plans;
- e. Qualification and cost letter (based on experience and FDOT Work Class);
- f. Construction Duration Estimate (FDOT standard - Critical Path Method);
- g. County Public Works Stormwater Model with Approved status; and
- h. Complete Specification Package (signed and sealed), Table of Contents, Supplemental Specifications, Technical Special Provisions (TSP), General Provisions, Permits, UWS (collectively, “100% Submittal”).

C. Standard of Care. The District agrees to require its design engineering professionals to exercise the appropriate standard of care throughout said professional’s preparation, filing, and review of the Plans for the Road Project.

D. EOPCs. 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.

E. Design Engineering Consultant’s Continued Cooperation. The District agrees to require the firm of its design engineering professionals it engages for the Road Project to provide limited construction phase services and prepare supplemental reports and plans as may be needed during ultimate construction of the Road Project. If included in an agreement for construction of the Road Project, 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 or firms:

[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 the segment of Lorraine Road which is the subject of this contract. Provision of these

services shall be negotiated in good faith with the District, Sarasota County or an alternative entity as defined by Sarasota County.

F. Insurance. The District agrees to require the design engineering professional firm(s) that it engages for preparation of the design and permitting of the Road 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.

G. Opportunities for Mutual Benefits. The design engineering professionals engaged by the District will explore and offer opportunities to provide joint-use road, drainage or utility infrastructure that may provide mutual benefit to the Road Project and adjacent property owners. If such opportunities are identified, the District will negotiate in good faith with the County to minimize Road Project or future construction-related costs. Any resulting terms of such an agreement shall be memorialized through amendment to this Agreement or separate agreement.

H. Coordination with Other Parties.

1. *Concurrent Design and Permitting Process for Lorraine Road South of Road Project.* Lorraine Road extending southward from the southern limit of the Road Project will transect a parcel of land owned by McCann Holdings, Ltd., a Florida limited partnership (“McCann”) (extending approximately 2.93 miles) and a parcel owned by the County (extending approximately 0.77 mile) to connect to Knights Trail Road. Design plans are concurrently being prepared for such segment of Lorraine Road by McCann and Palmer Ranch Holdings, Ltd., a Florida limited liability partnership (“Palmer Ranch”), pursuant to a separate agreement those entities are entering with the County (the “Palmer Ranch Agreement”). The District shall use best efforts to coordinate the preparation of the Plans for the Road Project addressed by this Agreement with McCann and Palmer Ranch as they prepare the design plans for the segment of Lorraine Road that is the subject of the Palmer Ranch Agreement (Sarasota County Contract No. _____ - _____), in addition to using its best efforts to coordinate the joint submittal of such plans (i.e., the Plans addressed by this Agreement and the design plans addressed by the Palmer Ranch Agreement) to the County and any other governmental agency having permitting authority in order to obtain the necessary permits for same.

2. *Design, Permitting, and Construction of Lorraine Road North of Road Project.* Lorraine Road extending northward of the northern limit of the Road Project approximately 1.95 mile to its intersection with SR 72 is being addressed pursuant to a separate agreement the County is entering with the LT Ranch Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“LT”) (the “LT Agreement”). The District shall use best efforts to coordinate the preparation of the Plans for the Road Project addressed by this Agreement with LT as it prepares the design plans for the segment of Lorraine Road that is the subject of the LT Agreement (Sarasota County Contract No. _____ - _____), in addition to using its best efforts to coordinate the joint submittal of such plans (i.e., the Plans addressed by this Agreement and the design plans addressed by the LT Agreement) to the County and any other governmental agency having permitting authority in order to obtain the necessary permits for same.

I. Completion. The District shall complete the engineering design services described in Section 2.B, above, and provide the County with 100% deliverables within eighteen (18) months from

the date the Effective Date of this Agreement, subject to force majeure.

SECTION 3. COUNTY'S OBLIGATIONS. The County shall pay the District for the engineering design and permitting of the Road Project \$2,395,000.00, pursuant to the following deliverables and payment schedule:

- A. Upon District completion and County acceptance of 30% Submittal, County shall pay District \$718,500.00;
- B. Upon District completion and County acceptance of 60% Submittal, County shall pay District \$718,500.00;
- C. Upon District completion and County acceptance of 90% Submittal, County shall pay District \$718,500.00; and
- D. Upon District completion and County acceptance of 100% Submittal, County shall pay District \$239,500.00.

The County Administrator or designee is authorized to approve and issue all payments for the Road Project. All payments for the Road Project, as set forth in this Section 3, shall be made by County within thirty (30) days of County's acceptance of the corresponding submittal.

SECTION 4. FORCE MAJEURE. In the event that the District's or County's performance of their respective obligations under the terms of this Agreement is prevented or delayed by consequence of a Force Majeure, neither the District nor the County shall be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts the performance of their respective obligations pursuant to this Agreement, as reasonably determined by the Parties. The term "Force Majeure" shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, pandemics, 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. This Section shall not apply to force majeure events caused by the District and County, or any party under their respective control.

SECTION 5. LIABILITY. The Parties shall not be deemed to assume any liability for the negligent, intentional, or wrongful acts or omissions of the other or the other'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 6. NOTICES. Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by registered or certified mail, postage prepaid and certified return receipt requested, or by a recognized national overnight delivery service to the office of the applicable Party and

addressed as follows:

The Parties:

To the County:

County Administrator
1660 Ringling Boulevard
Second Floor
Sarasota, Florida 34236

Copy to:

County Attorney
1660 Ringling Boulevard
Second Floor
Sarasota, Florida 34236

To the District:

Lakes of Sarasota
Community Development District
c/o Pamela Curran
5800 Lakewood Ranch Boulevard North
Sarasota, FL 34240

Copy to:

Edward Vogler II, Esq.
Vogler Ashton, PLLC
705 10th Avenue West, Unit 103
Palmetto, FL 34221

Copy to:

Charles D. Bailey, III, Esq.
Williams Parker
200 South Orange Avenue
Sarasota, FL 34236

or to such other address as the Party may direct by written notice to the Parties. Each such notice or other communication shall be deemed delivered (a) on the date delivered if done so by hand or (b) on the date deposited in the U.S. mail or with an overnight delivery service.

SECTION 7. ADMINISTRATIVE AGENT. The County's Administrative Agent is designated to act on behalf of the County and to administer the terms and conditions of this Agreement. The Administrative Agent is the County Administrator or designee.

SECTION 8. 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 9. 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 10. DISPUTE RESOLUTION PROCESS. In the event of a dispute between District and County under this Agreement, the District's Chair 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 designated District representative and County Administrator shall be final. In the event the designated District representative 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 any applicable section of the *Florida Statutes* or other applicable law.

SECTION 11. ENFORCEMENT. In the event of a breach of this Agreement which the Parties are unable to resolve pursuant to the process described in Section 10, above, the Parties shall have all remedies available at law or equity, including but not limited to entitlement to an injunction or similar action in equity to enforce the terms of this Agreement.

SECTION 12. CHOICE OF LAW. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Venue for any action shall be Sarasota County.

SECTION 13. 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 14. NO THIRD-PARTY RIGHTS. This Agreement is solely for the benefit of the Parties, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended to nor shall be construed to confer upon or give any person, corporation, or governmental entity, other than the 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, covenant and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto. 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 15. PARTIES DRAFTED EQUALLY. The Parties agree that they have played an equal and reciprocal part in drafting this Agreement. Therefore, no provisions of this Agreement shall be construed by any court or other judicial authority against either of the Parties because such party is deemed to have drafted or structured such provisions.

SECTION 16. 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 this Agreement may thereupon be terminated at the discretion of the adversely affected Party or Parties.

SECTION 17. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and is intended to be a full integration of all prior or contemporaneous agreements, conditions, or undertakings between the Parties with respect to the subject matter hereof. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, among the parties with respect to the subject matter hereof other than as set forth in this Agreement. Nothing contained herein shall prohibit or restrict the Parties from entering further Agreements addressing other contributions for transportation or other public facilities which may be made by the District and which may be eligible for credit for mobility fees, impact fees, capacity fees or any other fees imposed by the County.

SECTION 18. 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 19. 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 20. RECORDING. Within ten (10) days of the Effective Date, the County shall provide the District with a certified copy of this executed Agreement. Within ten (10) days of its receipt from the County, the District shall be responsible for having the certified copy recorded in the Public Records of Sarasota County, Florida.

SECTION 21. EFFECTIVE DATE. The Effective Date of this Agreement shall be made the date of its filing (recording) pursuant to Section 163.01(11), *Florida Statutes*.

SECTION 22. DURATION AND TERM. The term of this Agreement shall be ten (10) years from the Effective Date. This term may be extended by an amendment consistent with Section 9, above. The Credit granted herein shall be available for application during the term of this Agreement. Credit, if any, remaining after the expiration of this Agreement shall be extinguished.

SECTION 23. CALCULATION OF TIME. Unless otherwise stated, references to “days” shall mean and refer to calendar days. If any timeframe provided for in this Agreement ends on a weekend or federal holiday, the timeframe shall be extended to the next business day.

[Parties’ Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

Dated this _____ day of _____, 2023, as to the County.

“The County”

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

SARASOTA COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By the:
BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

Approved as to form and correctness:

By: _____
County Attorney

By: _____
Chair

[District’s Signature Page Follows]

Dated this ____ day of _____, 2023, as to the District.

“The District”

WITNESSES:

The Lakes of Sarasota Community
Development District

Signature of Witness

By: _____
As its Chair

Print Name of Witness

Signature of Witness

Print Name of Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2023 by _____ as Chair of the Lakes of Sarasota Community Development District. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

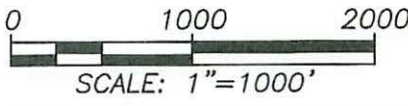
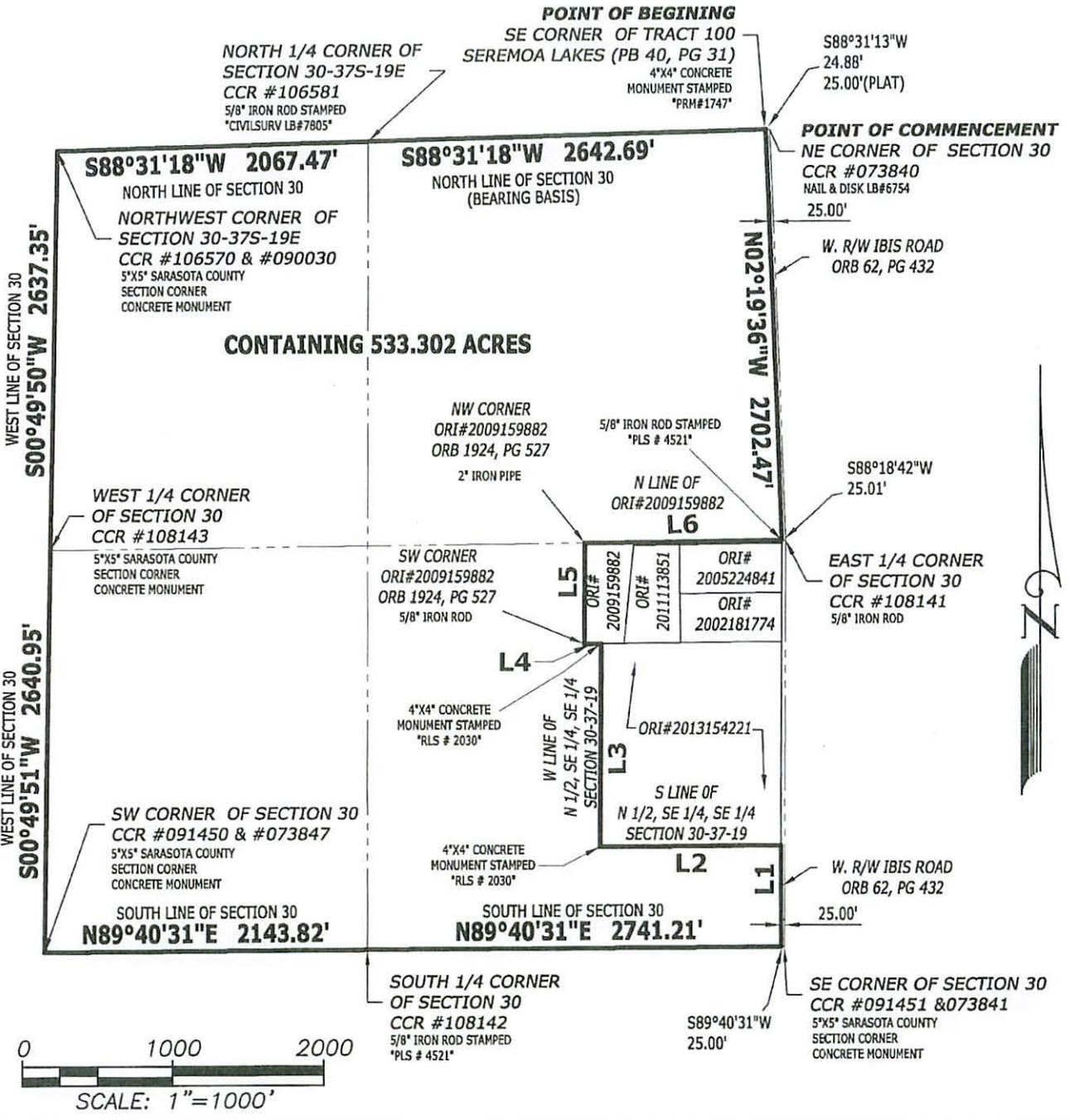
(SEAL)

Signature of Notary Public

Print Name of Notary Public

THIS IS NOT A SURVEY

SECTION 30, TOWNSHIP 37 SOUTH, RANGE 19 EAST
SARASOTA COUNTY, FLORIDA



LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

SCALE 1" = 1000'	DATE 10/5/2017	JOB No. 8854-200-001		
DRAWN RBC	CHECKED JEB	SECTION 30	TOWNSHIP 37 S	RANGE 19 E

King
SURVEYING & MAPPING
CORPORATION, INC.

4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
LB2610

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION.
Sketch and Legal Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

James D. Greer
JAMES D. GREER
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S. 5189
CERTIFICATE OF AUTHORIZATION No. LB 2610

ALL-STATE LEGAL®
EXHIBIT
"A"
(3 Pages)

Y:\8854\200\001\Production\Drawings\S&L-Lakes of Sarasota CDD.dwg, October 5, 2017 8:16 AM, King Engineering Associate Inc.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

THAT PART OF SECTION 30, TOWNSHIP 37 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK STAMPED "LB 6754" FOUND OVER OLD COUNTY SECTION CORNER MONUMENT AS REFERENCED BY CCR#073840 FOUND AT THE NE CORNER OF SAID SECTION 30; THENCE ALONG THE NORTH LINE OF SAID SECTION 30, S.88°31'18"W., 24.88 FEET (PLAT=25') TO A 4"X4" CONCRETE MONUMENT WITH DISK STAMPED "PRM 1747" FOUND AT THE SE CORNER OF TRACT 100, SERENOA LAKES, A SUBDIVISION RECORDED IN PLAT BOOK 40, PAGE 31, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA FOR A POINT OF BEGINNING OF LAND BEING DESCRIBED; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 30, S.88°31'18"W., 2642.69' TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "CIVILSURV LB 7805" AS REFERENCE BY CCR#106581 FOUND AT THE NORTH 1/4 CORNER OF SAID SECTION 30; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 30, S.88°31'18"W., 2067.47' TO A 5"X5" SARASOTA COUNTY SECTION CORNER MONUMENT AS REFERENCED BY CCR#106570 FOUND AT THE NW CORNER OF SAID SECTION 30; THENCE ALONG THE WEST LINE OF SAID SECTION 30, S.00°49'50"W., 2637.35' TO A 5"X5" SARASOTA COUNTY SECTION CORNER MONUMENT AS REFERENCED BY CCR#108143 FOUND AT THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE CONTINUE ALONG THE WEST LINE OF SAID SECTION 30, S.00°49'51"W., 2640.95' TO A 5"X5" SARASOTA COUNTY SECTION CORNER MONUMENT AS REFERENCED BY CCR#091450 FOUND AT THE SW CORNER OF SAID SECTION 30; THENCE ALONG THE SOUTH LINE OF SAID SECTION 30, N.89°40'31"E., 2143.82' TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "PLS 4521" SET AT THE SOUTH 1/4 CORNER OF SAID SECTION 30 (BY PROPORTIONATE MEASUREMENT TO 1847 GLO SURVEY) AS REFERENCED BY CCR#108142; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 30, N.89°40'31"E., 2741.21' TO A POINT BEARING S.89°40'31"W., 25.00 FEET FROM A 5"X5" SARASOTA COUNTY SECTION CORNER MONUMENT AS REFERENCED BY CCR#091451, SAID

CONTINUED ON PAGE 3

LEGEND:

- CCR = CERTIFIED CORNER RECORD
- ORB = OFFICIAL RECORDS BOOK
- ORI = OFFICIAL RECORDS INSTRUMENT
- PB = PLAT BOOK
- PG = PAGE OR PAGES
- R/W = RIGHT-OF-WAY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°12'43"E	667.79'
L2	S89°34'15"W	1,200.35'
L3	N00°20'54"E	1,332.28'
L4	S89°15'23"W	112.12'
L5	N00°22'13"E	666.03'
L6	N89°18'42"E	1,307.52'

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

King
ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
LB2610

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (CONTINUED)

POINT ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF IBIS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 62, PAGE 432, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING PARALLEL WITH AND 25' WEST OF THE EAST LINE OF SAID SECTION 30, N.00°12'43"E., 667.79' TO IT'S INTERSECTION WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SE1/4 OF THE SE1/4 OF SAID SECTION 30 AS FIELD MONUMENTED BY WALTER MCCrackEN, RLS #2030 BY PASSALACQUA ENGINEERING ASSOCIATES SURVEY FOR MR. CY BISPHAM DATED APRIL 20, 1981, DRAWING NO. 540-249-1, SAID LINE ALSO BEING THE SOUTH LINE OF LANDS DESCRIBED IN ORI 2013154221; THENCE ALONG SAID LINE, S.89°34'15"W., 1200.35' TO A 4"X4" CONCRETE MONUMENT WITH DISK STAMPED "RLS 2030" FOUND AT THE SW CORNER OF LANDS DESCRIBED IN SAID ORI 2013154221; THENCE ALONG SAID WEST LINE, ALSO BEING THE WEST LINE OF THE SAID NORTH 1/2 OF THE SE1/4 OF THE SE1/4, AND THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30, N.00°20'54"E., 1332.28' TO A 4"X4" CONCRETE MONUMENT WITH DISK STAMPED "RLS 2030" FOUND AT THE NW CORNER OF LANDS DESCRIBED IN SAID ORI 2013154221; THENCE S.89°15'23"W., 112.12' TO A 5/8" IRON ROD FOUND AT THE SW CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1924, PAGE 527, AND ORI 2009159882; THENCE ALONG THE WEST LINE OF SAID LANDS, N.00°22'13"E., 666.03' TO A 2" IRON PIPE FOUND AT THE NW CORNER OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 1924, PAGE 527, AND ORI 2009159882; THENCE ALONG THE NORTH LINE OF LANDS DESCRIBED IN ORI 2009159882, N.89°18'42"E., 1307.52' TO A POINT THAT BEARS S.89°18'42"W. 25.01 FEET FROM A 5/8" IRON ROD FOUND AT THE EAST 1/4 CORNER OF SAID SECTION 30, SAID POINT ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF IBIS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 62, PAGE 432, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING PARALLEL WITH AND 25' WEST OF THE EAST LINE OF SAID SECTION 30, N.02°19'36"W., 2702.47' TO THE POINT OF BEGINNING.

CONTAINING 533.302 ACRES, MORE OR LESS

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON NORTH LINE OF SECTION 30, TOWNSHIP 37 SOUTH, RANGE 19 EAST, BEING SOUTH 88°31'18" WEST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.
6. THE GEOMETRY AND DESCRIPTION ARE BASED ON A BOUNDARY SURVEY PREPARED BY BURKHOLDER LAND SURVEYING, INC., PROJECT #16-02-02, DATED 6/21/2016.

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

King
ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
LB2610



Clark Rd

LEGEND

 Lakes of Sarasota CDD (± 2.42 mi)

Source: Esri, Max
USDA, USGS, A



Prepared by: EIS 11/08/22

ALL-STATE LEGAL®
EXHIBIT
 "B"

Stantec assumes no responsibility for data electronic format. The recipient accepts liability for verifying the accuracy and completeness of the data. The recipient releases officers, employees, consultants and in any and all claims arising in any way intent or provision of the data.

**Road Project Plan
 Lorraine Corridor with Lakes of Sarasota CDD**

November 2022

Stantec Consulting Services Inc.
 8920 Professional Pkwy E.
 Sarasota, FL 34240
 tel 941.907.6900
 fax 941.907.6910

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

3C

Stantec Proposal

**AGREEMENT BETWEEN THE LAKES OF SARASOTA COMMUNITY DEVELOPMENT
DISTRICT AND STANTEC CONSULTING SERVICE, INC.,
FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT, (the “Agreement”), is made and entered into this ___ day of _____ 2023, by and between **Lakes of Sarasota Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Manatee County, Florida, (the “District”), and **Stantec Consulting Services, Inc.**, a Florida Corporation providing professional engineering services, (the “Engineer”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established and existing pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, (the “Act”); and,

WHEREAS, the District is authorized to (i) plan, finance, construct, install, acquire, operate and maintain improvements, facilities and services in conjunction with the development of the lands within the District, and (ii) plan for improvements, facilities and services that benefit the District, all pursuant to the Act and the Florida Interlocal Cooperation Act of 1969 as provided in Section 163.01, *Florida Statutes*; and,

WHEREAS, the District and Sarasota County are parties to that certain “Interlocal Agreement Between Sarasota County, Florida, and the Lakes of Sarasota Community Development District Relating to the Design and Permitting of Lorraine Road dated _____, 2023, as recorded in the Public Records of Sarasota County, Florida, (the “Engineering Agreement”); and,

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services for a segment of road known as Lorraine Road from Clark Road to the McCann Holdings property line (approximately 4.8 miles) as described more fully in the Engineering Agreement; and,

WHEREAS, Engineer submitted a proposal to provide engineering services for the District pursuant to the Engineering Agreement; and,

WHEREAS, the District’s Board of Supervisors, (the “Board”), ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and,

WHEREAS, the District intends to contract with Engineer to perform engineering services and permitting work or other similar work authorized by the District, including a portion of the services set forth in the Engineering Agreement; and,

WHEREAS, the Engineer shall serve as District’s professional representative under the Engineering Agreement and will give consultation and advice to the District during performance of the responsibilities of an engineer as set forth in the Engineering Agreement,

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

Article 1. Scope of Services. The Engineer will provide the services of a professional engineer and ancillary services as required to fully perform the Engineering Agreement, including, without implied limitation, the scope of services set forth in Attachment A which is incorporated herein, and the coordination of other professional disciplines such as environmental and archeological services (the "Ancillary Consultants"). Stantec shall also provide limited construction phase Engineer of Record services and prepare supplemental reports, plans and certifications as may be needed during construction of the segment of Lorraine Road which is the subject of this Agreement. Provision of these services shall be negotiated in good faith with the District, Sarasota County, or an alternative entity as defined by Sarasota County.

Article 2. Authorization. Engineer shall be authorized to commence services under this Agreement solely upon the execution and delivery of (i) the Engineering Agreement, and (ii) a Developer Funding and District Assignment of Mobility Fee Credits Agreement, under the terms of which the District is assured to receive sufficient funding to pay the compensation to Engineer as set forth in this Agreement and to pay the compensation required for the Ancillary Consultants.

Article 3. Compensation. Following receipt of funding under the Funding Agreement, the District shall compensate Engineer for the services provided under this Agreement in the amounts identified in Attachment A.

Article 4. Term of Agreement / Termination. It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties until terminated in accordance with its terms. Either party may terminate this Agreement upon providing thirty (30) days written notice to the other party; provided however, in the event Engineer terminates this Agreement and the services required under the Engineering Agreement are not yet complete, then, at the option of the Board, Engineer shall use best efforts to either continue performance under the Engineering Agreement or assist the Board with transition to a new engineer, with any increase in compensation to such new engineer borne by Engineer and not the District.

At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets available to the District at law and/or equity.

Article 5. Special Consultants. When authorized in writing by the District and authorized under the Engineering Agreement, additional special consulting services may be utilized by Engineer and paid for on a cost basis, with payment to the Engineer as provided in this Agreement.

Article 6. Books and Records. Engineer shall maintain comprehensive books and records relating to the services performed under this Agreement, which shall be retained by Engineer for a period of at least five (5) years from and after completion of services hereunder, or such further time as required under Florida public records law; provided however, in all such events, and in addition to the copies retained by Engineer as noted above, copies of all books and records shall always be timely given to the District for retention in its permanent records. Any accounting records pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

Article 7. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement, (the "Work Product"), shall be and remain the sole and exclusive property of the District when developed and shall be considered Work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer, in the District's sole discretion, to retain possession for a longer period of time. Upon termination of Engineer's services hereunder, Engineer shall deliver to District all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 8. Reuse of Documents. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 9. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his/her opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him/her. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 10. Insurance. Engineer shall, at its own cost and expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation to Statutory Limits

General Liability / Bodily Injury \$1,000,000/\$2,000,000 (including Contractual)

Property Damage \$1,000,000/\$2,000,000 (including Contractual)

Automobile Liability Bodily Injury/Property Damage Combined Single Limits \$1,000,000

Professional Liability for Errors and Omissions \$2,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least one (1) year after the completion or termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured

parties on all insurance policies except for Engineer's professional liability and workers compensation policies. Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

Article 11. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 12. Compliance with Governmental Regulations. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction.

Article 13. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall maintain the customarily accepted standard of care, skill, diligence and professional competency for such services. Any designs, drawings, reports or specifications prepared or furnished by the Engineer that contain errors, conflicts or omissions will be promptly corrected by Engineer at no cost to the District.

Article 14. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to audit and examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. Such access and right shall extend for the period during which Engineer is required to maintain said books, documents, papers, and records by the law and pursuant to this Agreement. If an audit finds that any payment made to Engineer under this agreement is not based on allowable costs, the Engineer agrees that the payment is subject to reduction in conformity with the findings of the audit. Notwithstanding any other records retention requirement, all records required for an audit performed by the District shall be maintained until the completion of the audit and the resolution of all questions arising therefrom.

Article 15. Indemnification and Hold Harmless; Attorneys' Fees and Costs. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District harmless of and from any and all liabilities, claims, causes of action, demands, suits, or losses arising from the negligent acts, errors or omissions of the Engineer, Engineer's agents or employees, in the performance of the professional services under this Agreement (a "Claim"), and to reimburse the District its reasonable attorneys' fees and costs incurred in connection with any such Claim, through appeal.

Article 16. Public Records. The Engineer agrees and understands that District is a special purpose unit of local government and as such is subject to Chapter 119, *Florida Statutes*. Engineer agrees and covenants to fully cooperate with District, to District's full satisfaction, in responding to requests for public records pursuant to Chapter 119, *Florida Statutes*. Engineer further understands and agrees that all documents of

any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Engineer shall (i) keep and maintain public records required by the District to perform the service; (ii) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; (iii) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Engineer does not transfer the records to the Public Records Custodian of the District; and (iv) upon completion of the contract, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

Article 17. Employment Verification. E-Verify. The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement. The Engineer also agrees that, to the extent applicable, it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 18. Controlling Law; Jurisdiction and Venue. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Sarasota County, Florida.

Article 19. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:

Lakes of Sarasota Community Development District
c/o District Manager
12051 Corporate Blvd.
Orlando, Florida 32817

If to Engineer:

Stantec Consulting Services, Inc.
c/o Michael Kennedy
Address for notice:
6920 Professional Parkway East
Sarasota, Florida 34240

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual

delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Engineer may deliver Notice on behalf of District and Engineer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Article 20. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

Article 21. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

Article 22. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

Article 23. Relationship of the Parties. Engineer and District are independent contracting parties and nothing in this Agreement shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

Article 24. Severability. If any term of the Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of the Agreement shall remain in full force and effect.

Article 25. Entire Agreement. This Agreement represents the entire agreement between the parties and may not be amended without the consent of both parties in writing.

(Signature Page to Follow)

[SIGNATURE PAGE TO AGREEMENT BETWEEN THE LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT AND STANTEC CONSULTING SERVICE, INC., FOR PROFESSIONAL ENGINEERING SERVICES]

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT,**
a local unit of special purpose government

By: _____

Printed Name, its Chairman

Attest: _____

Printed Name, its Assistant Secretary

STANTEC CONSULTING SERVICES INC.,
a Florida for profit corporation

By: Michael A Kennedy
Michael A Kennedy
Printed Name

Its: Executive Vice President

INTRODUCTION

Sarasota Lakes Community Development District (Client) desires to construct 12,300± feet (2.4± miles) of Lorraine Road from the terminus designed and constructed by Taylor Morrison (north end) to the McCann Holdings Parcel northern boundary (south end). Lorraine Road North will be designed as a divided four-lane roadway. Client has requested that Stantec Consulting Services Inc. (Stantec) perform the survey, design, permitting, landscaping/ lighting and bid phase services for this project. The scope of services consists of the following tasks:

SCOPE OF SERVICES**Task 1.0 – Research and Data Collection**

Stantec will collect pertinent topographic and site data and other materials related to the project objectives from Client and other available sources as described below. Stantec will review and use the information as necessary for design and permitting from the following:

- 1.1 Existing permits (land development permits, applicable Southwest Florida Water Management District permits, Florida Department of Environmental Protection permits, e.g.)
- 1.2 Jurisdictional wetland information
- 1.3 Little Sarasota Bay and Dona Roberts Bay Watershed models (Sarasota County Stormwater)
- 1.4 Right-of-way and easements
- 1.5 Existing utilities
- 1.6 General topographic information
- 1.7 Existing adjacent boundary surveys
- 1.8 As-built/ permit plan information of adjacent development
- 1.9 Street lighting standards and specifications
- 1.10 Lorraine Road Extension North Preliminary Design Report, 2021

Task 2.0 – Agency Coordination and Preapplication Meetings

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

- 2.1 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.

Stantec will meet with FDEP staff to discuss permitting guidelines.

2.3 Sarasota County Public Works (SCPW) and Capital Projects (SCCP)

Stantec will meet with SCPW and SCCP to discuss design criteria for the project. Stantec will schedule and attend a preapplication meeting with the Development Review Committee to discuss permitting requirements.

2.4 Sarasota County Environmental Services (SCES), Utilities

Stantec will meet with SCES, Utilities, to determine a potential corridor for future utilities within the design.

2.5 Florida Power and Light (FPL) Distribution Division

If necessary, Stantec will coordinate the new roadway and potential electrical service with FPL.

Task 3.0 – Roadway Design Criteria

Services shall consist of reviewing and evaluating the data collected and making recommendations that will be detailed in a design report. The preliminary design report will provide roadway design criteria and specifications. The report will include Roadway Design Requirements, Environmental/Ecological Constraints, Stormwater Design, Intersection Geometry Analysis, and an Opinion of Probable Costs., more specifically detailed below:

3.1 Roadway Design Requirements

- Geometric design criteria.
 - o Access Management
 - o Major intersection design (Ibis Street)
 - o Lane Width (through lanes and auxiliary lanes)
 - o Multimodal Accommodations
 - o Design Speed/Posted Speed
 - o Roadway cross sections
- Provide final horizontal alignment of corridor.
- Confirm existing drainage patterns including drainage crossings and conveyance within the right-of-way.
- Provide a conceptual stormwater management system along the corridor with consideration of commitments made by adjacent developments (shared use ponds).
- Estimate the size and location of needed stormwater ponds and outfalls.
- Provide structure (box culvert/bridge) alternatives.
- Identify right-of-way and easement acquisition needs for the roadway and stormwater management systems.
- Define lighting requirements.

3.2 Stormwater Design

The corridor is contained within both the Little Sarasota Bay (LSB) and Dona Roberts Bay (DRB) Watersheds. Stantec will utilize the Little Sarasota and Dona Roberts Bay Watersheds Existing Conditions Models (ECM's) in ICPR v3 provided by the Sarasota County Stormwater Division. Stantec will develop the Revised Existing Conditions Models (RECMs). The RECM input and output data will be reviewed and approved for use by the Sarasota County Stormwater Division.

3.3 Engineer's Opinion of Probable Costs

Stantec will prepare a refined opinion of probable construction cost (OPC). The OPC will include an estimation of right-of-way acquisition costs and a project schedule.

Task 3.0 Deliverables:

Roadway Design Criteria

Electronic LSB and DRB RECM ICPR v3 Models

Electronic LSB and DRB RECM GIS Database

Engineer's OPC

Task 4.0 – Survey and Soils Testing

4.1 Topographic Survey

Topographic information will be gathered along the proposed Lorraine Road right-of-way from the current Southern Terminus to the McCann Parcel northern boundary (approximately 12,300± feet) in accordance with the "Minimum Technical Standards for Land Surveying in the State of Florida," Chapter 5J-17.05, Florida Administrative Code, and Chapter 472, Florida Statutes. Elevations will be taken via LiDAR and conventional surveying methods in areas not accessible to LiDAR. Control will be set for LiDAR aerial targets.

Survey data will include elevations will be taken on a ±100-foot grid, locating drainage ditches, utilities, pipes, trees, and other man-made features within the proposed right-of-way. Elevations will be taken within a 200-foot-wide area along the baseline (120-foot-wide proposed right-of-way width plus 40 feet outside on each side). Benchmarks at approximately 500-foot intervals will be established for the property. Elevations for the proposed ponds will also be collected in 50-foot intervals based upon the conceptual area provided in the Lorraine Road North Preliminary Design Report, 2021. Elevations will be relative to the North American Vertical Datum (NAVD), 1988. Trees with a trunk diameter of 4 inches at breast height, per County Ordinance, will be located within the proposed right-of-way only. The type and size of each tree will be noted. Trees will not be located within the wetlands or wetland buffers. A separate Tree Survey will not be prepared. A baseline control and existing conditions map will be prepared for submittal with the first engineering plan submittal.

4.2 Right-of-Way Mapping

Stantec will prepare a right-of-way survey of Lorraine Road from the current Southern Terminus to the McCann Parcel northern boundary, 12,300± feet. This survey will include the monumentation of the right-of-way, after construction, preparation of the survey drawings, and coordination with Sarasota County to record the survey in the Sarasota County Road Plat Book. A sketch & description of the proposed right-of-way, on 8½"x11" size drawing, to be used as an exhibit for the dedication of the right-of-way, will also be prepared.

4.3 Environmental flags

Stantec will coordinate with Environmental Consultant to survey flags placed by the Environmental Consultant. Stantec surveyors will establish elevations for each of the "normal pool" and "seasonal high water" flags set by the Environmental Consultant. These will be placed into the electronic file and provided to the Environmental Consultant for their use.

4.4 Sketch & Descriptions of Easements

Sketch & Descriptions will be prepared during the construction process, as needed, for easement areas outside of the right-of-way for Lorraine Road. These will be done as exhibits to legal documents for recording of the easements. Twenty (20) signed and sealed prints of each will be provided to the Client. These will be charged on a per-sketch basis.

4.5 Stantec will contract with an independent geotechnical consultant, who will perform the following services:

- Coordinate utility notification through Sunshine State One Call of Florida, Inc.;
- Mobilize a drilling equipment and support vehicles to the project site;
- Roadway Borings
 - o 96 shallow auger borings to depths of 6 feet below existing grades, 100 feet intervals (offset left and right) minus light pole borings. (720 LF HA)
 - o 9 LBR, 3 - 100 lb samples per mile for LBR
 - o 10 Corrosion series samples, 1 per 1500 LF
- Pond Borings (30 acres)
 - o 60 SPT to 20 feet, 2 SPT per Acre (1,200 LF SPT); groundwater identification
 - o 24 DRI Tests, 2 DRI per pond
- Lateral Ditch Borings (2,800 LF ±)
 - o 3 SPT to 15 feet, 1,500 ft intervals (45 LF SPT)
 - o 2 DRI Tests

- Light Pole Borings
 - o 24 SPT to 10 feet every 500 ft (300 LF SPT)
- Culvert/ Bridge Borings
 - o 7 SPT to 30 feet (330 LF SPT)
- Signal Mast Arm Borings
 - o 4 SPT to 30 feet (120 LF SPT)
- Consultant will stake the boring locations in the field prior to performing the field work and Stantec will provide the ground elevations to consultant. The geotechnical engineer will present the results of the exploration and evaluation in an engineering report that will consist of:
 - o The data developed during the study, including soil profiles and laboratory testing results;
 - o Interpretations of the site soil stratigraphy based on our boring results and review of the County Soil Survey;
 - o Delineate the horizontal and vertical extent of unsuitable soils encountered;
 - o Provide depths to estimated seasonal high groundwater levels at the boring locations;
 - o Provide underdrain requirements;

Task 4.0 Deliverables:

Topographic Survey (signed/sealed by Professional Surveyor – Florida)

Survey of environmental and geotechnical flags

Right-of-Way Map

Sketch & Descriptions of Easements (up to 10 total; signed/sealed by Professional Surveyor – Florida)

Geotechnical Report (signed/sealed by Professional Engineer – Florida)

Task 5.0 – Design and Preparation of Construction Plans**5.1 Preliminary Layout**

Prepare a CAD alignment for Lorraine Road from the current Southern Terminus to the McCann Holdings Parcel northern boundary (12,300± feet) including stormwater lakes, turn lanes, and intersection improvements at Ibis Road as needed to serve the project. Stantec will provide an alignment for consideration that will depict preliminary horizontal and vertical location and floodplain impacts.

5.2 Permit and Construction Plans

Stantec will prepare site and development/construction plans as one concurrent set of drawings for a single phase of construction; plans to be reviewed and permitted through

County's Land Development permitting process. Construction plans will include paving and grading, drainage system, sizing of drainage crossings, intersection details (roundabout plans), pavement markings, landscaping, and street lighting. Design of the drainage system will include the roadway internal piping system, the by-pass swale systems, drainage crossings and new stormwater ponds. The table below provides a summary of sheet type and number of sheets anticipated for each submittal. Additionally, Stantec will prepare an updated opinion of probable construction cost (OPC) for each plan submittal. Plans will be reviewed with Client and County at 60% and 100% design stages. Plans will be prepared in accordance with the following standards:

- Sarasota County Standards (Unified Development Code, Latest Revisions)
- 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 Standard Plans, Design Manual, Latest Edition, and applicable standards.
- Florida Administrative Code (Water Management District 40D F.A.C.)

Anticipated plan sheets and submittal stages:

PLAN SHEETS	# SHEET (original)	PLAN PHASE	
		60%	100%
Cover Sheet	1	C	F
Plan Set Legend (Key Sheet)	1	P	F
Demolition Plan (Selective Clearing and Grubbing)	2	P	F
Drainage Map (1" = 200')	5	P	F
Typical Sections	2	C	F
General Notes	1	P	F
Project Layout (1" = 600')	2	C	F
Project Control Sheet	1	C	F
Mainline Roadway Plan-Profile (1" = 40')	21	P	F
Right of Way Needs Mapping	4	C	F
Mainline X-Sections (100' spacing)	42	P	F
Pond Plan Sheets and Details	9	P	F
Drainage Structure Details	21	P	F
Driveway Profiles / Intersection Details	8	P	F
Roundabout plans	15	P	F
Intelligent Transportation System (ITS) Plans (1" = 100')	11	P	F
Miscellaneous Details	3	P	F
Signing and Marking Plans (1" = 40')	21	P	F
Tree Disposition Plan	6	P	F
Traffic Control Plans/MOT	7	P	F
Best Management Plan (1" = 80')	11	P	F
Landscape Plan	21	P	F
Street Lighting Plans with electrical	21	P	F
TOTAL	236		
P – Preliminary		C – Complete	F - Final

Task 5.0 Deliverables:

- Preliminary Roadway Layout
- Permit Plan Set
- Construction Plan Set
- EOPC at 60% and 100% submittal

Task 6.0 – Landscaping and Lighting

- 6.1 Landscape and Irrigation Plans will be prepared based on current Sarasota County Landscape Design Manual in a two-step process to allow for Client review and approval. The Landscape and Irrigation Plans will only include areas within proposed rights of way / easements. The plans will consider a 4-lane configuration. The Client shall provide review comments at the 60% stage, which will be incorporated into the 100% plans. The basis of these documents will be the plant palette and design concepts previously constructed in the existing Lorraine Road right-of-way south of Clark Road. The level of landscaping and irrigation, as outlined in the Landscape Design Manual, will be defined in Task 3 - Roadway Design Criteria (It is assumed that any additional berm and landscape proposed on adjacent development parcels are excluded from this project).
- 6.2 The Lighting Plans are included in this task and includes the 1-line electrical drawings; lighting fixtures will be consistent with infrastructure approved for use by County. The CLIENT shall provide review comments at the 60% stage, which will be incorporated into the 100% plans.

Task 6.0 Deliverables:

Lighting and Landscape Permit Plan Set
Lighting and Landscape Construction Plan Set
EOPC at 60% and 100% submittal

Task 7.0 – Regulatory Agency Approval

- 7.1 Stantec will prepare and submit, on behalf of Client, drawings, calculations, and permit applications to the following regulatory agencies:
- Southwest Florida Water Management District (SWFWMD) – General ERP for Lorraine Road Extension
 - Sarasota County - Concurrent Review – Site and Development/ Construction Plans
 - FDEP Dredge and Fill Permitting
 - FDEP NPDES Notification of Intent to Construct
 - EPA NPDES Notification of Intent to Construct
- 7.2 Stantec will perform the following SWFWMD and Sarasota County Permitting Support:
- Stantec will coordinate with Environmental Consultant to provide support information in a timely manner; the support information consists of wetland encroachment graphics, encroachment areas and survey support services to collect locations and/ or elevations of wetland boundaries and water levels within wetlands. Environmental Consultant will be responsible to complete and submit permit packages. Survey of the wetland information will occur within three (3) weeks after Environmental Consultant provides Stantec with the wetland boundaries and locations of seasonal high water levels and

normal pools. Environmental Consultant will provide Stantec with bald eagle nest locations prior to submittal of the 60% plan set.

Task 8.0 – Bid Phase Services

Stantec will prepare construction bid documents for the construction plans including wetland mitigation plans (wetland mitigation quantities to be provided by Environmental Consultant). The bid documents will be prepared using the Sarasota County Public Works format and will include standard front-end documentation, construction contract, quantity bid schedule, technical specifications, supplemental technical specifications, quantity take-off figures, cut-and-fill analysis, and general conditions of construction for the improvements designed within the construction drawings. One quantity take-off and opinion of probable cost will be provided based on the completed final construction plans. The primary objective of the bid phase is to finalize all contract documents and prepare the bid package. County will provide all contract documents not specifically identified above.

Stantec will respond to bidders' requests for additional information. Schedule and conduct the bid opening. Evaluate the bids and make a recommendation to the client. During land acquisition for the project there may be various changes made to the proposed right-of-way and easements due to negotiations and settlement of right-of-way issues. The contract plans and all component plans will be updated (maximum two times) to include final right-of-way and easements.

Task 8.0 Deliverables:

- Bid set Construction Phase Plans
- Specifications and Technical Provisions
- Construction Schedule
- Pay Items and quantity take-off
- Engineer's Opinion of Probable Cost

Task 9.0 – Reimbursable Expenses

Expenses for reproduction services, overnight express delivery service, long-distance calls, travel, and out-of-town meetings, if required, shall be reimbursable by Stantec. The reimbursables are included in the schedule of fees and therefore subject to the not-to-exceed amount.

Task 10.0 – Contingency

Contingency to address design items not anticipated at time of proposal. Contingency items to be authorized by Client prior to use.

Fee

Task	Item	Fee Type	Amount
1	Research and Data Collection	T/M*	(est.) \$30,000
2	Agency Coordination and Preapplication Meetings	T/M*	(est.) \$45,000
3	Roadway Design Criteria	Fixed Fee	\$45,000
4	Survey and Soils Testing		
4.1	Topographic Survey and Right of Way Alignment	Fixed Fee	\$80,000
4.2	Right-of-Way Mapping	Fixed Fee	\$25,000
4.3	Environmental/ Geotechnical Flags; SHWL/ NP Elevations; Stake Geotech Borings	Fixed Fee	\$25,000
4.4	Sketch and Description	T/M*	(est.) \$20,000
4.5	Geotechnical Investigation	T/M*	(est.) \$120,000
5	Design and Preparation of Permit and Construction Plans	Fixed Fee	\$1,175,000
6	Landscaping and Lighting	Fixed Fee	\$120,000
7	Regulatory Agency Approval	T/M*	(est.) \$350,000
8	Bid Phase Services	Fixed Fee	\$45,000
9	Reimbursable Expenses	T/M*	(est.) \$10,000
10	Contingency	T/M*	(est.) \$200,000
SUBTOTAL			\$2,290,000

Excluded Services:

The following items are not included in this Scope of Services:

- Environmental Services (Wetland Evaluation Report, Wetland Delineation / Classification / Assessment, Mitigation determination)
- Wetland flagging (SHWL / NP water level identification)
- Endangered Species Report
- Grand Tree Assessment
- Traffic/transportation network analysis
- Hazardous waste studies (Phase I Assessments, e.g.)

- Utilities Design
- Engineering design services during construction, which are not specifically a part of this scope of services
- Permit application fees
- Cultural Resources Assessment
- Retaining Wall Design
- Structural Design of Drainage Systems
- Subsurface Utility Engineering
- Scrub Jay Mitigation Services
- Construction Stake-Out (To be provided by the general contractor for the road construction.)



Clark Rd

75

LEGEND

— Lakes of Sarasota CDD (± 2.42 mi)

Source: Esri, Mapbox, USDA, USGS, A

ALL-STATE LEGAL®

EXHIBIT

"B"

Starlec assumes no responsibility for data accuracy or reliability. The recipient assumes responsibility for verifying the accuracy and reliability of the data. The recipient releases Starlec, its employees, consultants and any other third parties from any and all claims, in any way, arising out of or from the data.

Road Project Plan
Lorraine Corridor with Lakes of Sarasota CDD
 November 2022

Starlec Consulting Services Inc
 6920 Professionals Pkwy E
 Sarasota, FL 34230
 Tel: 941 907 6900
 Fax: 941 907 6910

0 1,300 2,600 Feet

N

Printed by: 453 11/08/22

Kimley Horn Proposal



June 21, 2022

Lakes of Sarasota CDD
C/O Mr. Mike Kennedy
Stantec
6920 Professional Pkwy E
Sarasota, FL 34240

**Re: Proposal for Professional Environmental Consulting Services
Lorraine Road Extension, Sarasota County, FL**

Dear Mr. Kennedy:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to provide this agreement to The Lakes of Sarasota CDD ("Client") for professional environmental consulting services related to the Lorraine Road Extension project located in Sarasota County, Florida. Our project understanding, scope of services, and fees are described below.

Project Understanding

1. It is our understanding that the project known as Lorraine Road Extension is a proposed road corridor approximately 80± acres in size located in Sections 29,31,32, and 33, Township 37 South, Range 19, Sarasota County.
2. Work already completed for this project by the Ardurra firm includes a Crested Caracara survey, Bonneted Bat survey, and a 100% Gopher Tortoise survey.

Scope of Services

Task 1 – Wetland Delineation and SHWL Determination

Kimley-Horn will provide professional environmental consulting services in support of wetland delineation and SHWL determinations on the Lorraine Road Extension project. Anticipated tasks include the following:

1. Site visits for the purpose of delineating and flagging jurisdictional wetlands and surface waters within the project area.
2. Site visits for determining biological indicators of SHWL and normal pool (NP) in on-site wetlands and surface waters.
3. Preparation of exhibits to be provided to the project surveyors, hired by others, for use when locating wetland boundary flags and indicators of SHWL and NP.
4. Coordination with regulatory agencies regarding the verification of jurisdiction wetland and surface water boundaries.
5. Site visits with regulatory staff.

Task 2 – Environmental Narratives and Permitting

Kimley-Horn will provide professional environmental consulting services in support of permitting efforts on the Lorraine Road Extension project. Anticipated tasks include the following:

1. Preparation of environmental narratives to be submitted to the Southwest Florida Water Management District (SWFWMD), Sarasota County (County), and the Florida Department of Environmental Protection (FDEP), if necessary.
2. Coordination with agency staff.
3. Attendance at site visits with agency staff.
4. Preparation of responses to reasonable requests for additional information.
5. Coordination with other project professionals and client.

Schedule

Kimley-Horn will initiate the tasks above immediately upon receiving the signed letter agreement; however, our schedule is dependent on the timely receipt of information from the Client's other team members in a format requested by Kimley-Horn. Failure to provide such information as requested may result in schedule delays.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement.

1. Payments of plan review or permit application fees.
2. Planning services.
3. Transportation Analysis.
5. Surveying services.
6. Geotechnical services.
7. Archeological services.
8. Architectural services.
9. Site Civil Engineering including stormwater, mass grading, off-site improvements, etc.

Additional Services

Any services not contemplated in the above scope will be considered additional services and can be performed at our then current hourly rates. Approval will be obtained from the client prior to initiating any additional services.

Information Provided by Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following.

- Copies of all available information pertinent to services for the project.
- Signatures on required applications.
- Plan review and permit application fees.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 and 2 on a lump sum basis for the fees listed below.

TASK	DESCRIPTION	Proposed Fee
1	Wetland Delineation and SHWL Determination	\$ 13,500
2	Environmental Narratives and Permitting	\$14,500

Fees will be invoiced monthly based on a percent complete basis. Payment will be due within 25 days of your receipt of the invoice.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Negotiated Provisions, which are incorporated by reference. As used in the Negotiated Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the Lakes of Sarasota CDD.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to perform this service for you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Alec D. Hoffner
Project Manager



Richard Barr, AICP
Senior Vice President/Principal

AGREED AND ACCEPTED

LAKES OF SARASOTA CDD

SIGNED BY: _____

PRINTED NAME: _____

TITLE: _____

Attachment Negotiated Provisions

Q:\Alec Hoffner\Pending Contracts\Neal Communities\Lorraine Extension\Neal Communities_Lorraine_Road_Extension 06152022.docx

Ardurra Proposal



November 10, 2021 (Revised June 22, 2022)

Lakes of Sarasota CDD
5800 Lakewood Ranch Blvd
Sarasota, Florida 34240

**RE: Proposal of Services and Fees
Professional Environmental Consulting Services
Lorraine Road Extension**

As requested, Ardurra is pleased to present the following proposal for professional environmental consulting services associated with the above referenced project.

Scope of Work

Ardurra will provide ecological consulting services associated with listed species surveys for a segment of Lorraine Road Extension beginning at the current southern terminus of the road and ending at Ibis Road. Tasks will include the following:

Listed Species Surveys

- Crested Caracara survey within the right-of-way and adjacent habitats in accordance with the US Fish and Wildlife Service (FWS) protocol.
- Bonneted Bat survey within the right-of-way in accordance with FWS protocol.
- Gopher Tortoise survey within the right-of-way performed by an Authorized Gopher Tortoise Agent in accordance with Florida Fish and Wildlife Conservation Commission protocol.
- Preparation of survey reports and associated maps and exhibits.
- Coordination with the project team regarding our findings and potential regulatory obligations.

Costs

The above-described Crested Caracara survey will be performed for a lump sum fee of **\$47,500**, the Bonneted Bat survey will be performed for a lump sum fee of **\$18,000**, and the Gopher Tortoise survey will be performed for a lump sum fee of **\$7,500**. Invoices will be submitted to the client monthly as tasks are completed. If additional services not anticipated by the scope of work described above are necessary, a separate proposal will be provided to the client for approval prior to initiating these services.



Duration of Contract

The cost estimates provided in this proposal may be relied upon for up to sixty (60) days beyond the date of this proposal. Once accepted, the terms of this agreement shall remain in effect for a one (1) year period.

Termination

Termination of this agreement shall be effective with 30 days prior written notice by either party or immediately by mutual agreement by both parties. However, termination shall not be effective until all fees due are paid.

Compensation

Invoices will be submitted to the client monthly as tasks are completed. Submitted invoices are payable upon receipt. Unpaid balances over thirty (30) days will be assessed a 1.5% nominal monthly finance charge, compounded monthly until payment is made in full. Ardurra reserves the right to stop work on any project that remains unpaid over 30 days. If collection efforts are required, client agrees to pay reasonable attorney's fees and court costs.

If you agree with the above scope of work and associated costs, please indicate by signing below and returning one copy for our files. If we can provide additional clarification or information, please do not hesitate to call.

Sincerely,

Chris Bryant
Project Manager

Authorized Representative Date

ACI Proposal



ARCHAEOLOGICAL CONSULTANTS INC.

Florida's First Choice in Cultural Resource Management

December 14, 2021

Ms. Kim Zawacki – kzawacki@nealcommunities.com
Lakes of Sarasota Community Development District

Cultural Resources Assessment Survey Proposal: ± 3 mile Lorraine Road Extension in Manatee County, Florida

Dear Ms. Zawacki:

In response to your request for a Cultural Resource Assessment Survey (CRAS) of the ± 3 mile Lorraine Road Extension in Manatee County, Archaeological Consultants, Inc. (ACI) is pleased to provide the following information.

ACI is familiar with Manatee County's history and prehistory as well as state and federal requirements for archaeological surveys which should conform to the specifications set forth in Chapter 1A-46, Florida Administrative Code (FAC). In addition, our senior archaeologists are Registered Professional Archaeologists (RPA) and our entire staff of historians and archaeologists meet the Secretary of the Interior's Standards for professionals working in the field of historic preservation.

Based on a review of the information provided, variable archaeological potential, and CRAS reports in the area, the cost for ACI's services is \$4,000. This will include background research, field survey, travel, (3.5 days with a 2-person field crew) and a CRAS Report complying with the Florida Division of Historic Resources' (FDHR) *Module Three, Guidelines for Use by Historic Preservation Professionals*. However, if any historic resources (50 years of age or older) are located on the property, there is an additional fee of \$450 per historic resource, as the FDHR requires the historic resources to be recorded in the CRAS report (Chapter 1A-46 FAC). These costs do not include responding to comments which may be generated by the Seminole Tribe of Florida during a federal review process. Such comments would be addressed under a separate agreement, as necessary.

If ACI is selected for this job, we will initiate the project within 15 working days, after receiving this original signed letter agreement accepting our costs and timetable. Within 10 working days after completion of field work, a draft report and an invoice will be provided. After ACI addresses comments and receives payment in full, we will provide an electronic copy of the final report and, if needed, three hard copies.

If the terms of this agreement are acceptable to the party responsible for payment, please sign and date this letter and return a signed copy to ACI. If Lakes of Sarasota Community Development District wishes to provide a contract reflecting our costs and schedule, there is an additional fee of \$350 for contract review. ACI's insurance coverage is attached for your use. ACI will initiate the project after the agreement has been fully executed by both parties.

Sincerely,

Party Responsible for Payment: _____

Maranda Almy Kles

Signed: _____

Maranda Almy Kles, PhD, RPA
Vice President

Typed Name: _____

Title: _____ Date: _____

Attachment: ACI Insurance Coverage
B21420/MAK/lm

A FULL SERVICE
CULTURAL
RESOURCE
MANAGEMENT
COMPANY

ARCHAEOLOGICAL
SURVEYS AND
EXCAVATIONS

HISTORIC
BUILDING
SURVEYS AND
EVALUATIONS

CULTURAL
RESOURCE
ASSESSMENTS

NATIONAL
REGISTER
NOMINATIONS

PRESERVATION
PLANNING

BIO-
ARCHAEOLOGY,
FORENSIC
ANTHROPOLOGY,
AND NAGPRA
COMPLIANCE

A MEMBER OF
ACRA

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2023**

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2023**

	Major Funds						Total Governmental Funds
	General	Debt Service Series 2021 A- 1 & A-2	Debt Service Series 2021 B-1 & B-2	Capital Projects Series 2021 A-1 & A-2	Capital Projects Series 2021 B-1 & B-2	Capital Projects Fund	
ASSETS							
Cash - Valley checking	\$ 96,514	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,514
Investments							
Revenue	-	166,204	131,212	-	-	-	297,416
Reserve A-1	-	130,250	-	-	-	-	130,250
Reserve A-2	-	93,775	-	-	-	-	93,775
Reserve B-1	-	-	262,398	-	-	-	262,398
Reserve B-2	-	-	270,806	-	-	-	270,806
Prepayment A-2	-	475,013	-	-	-	-	475,013
Construction	-	-	-	13	3	-	16
Construction-utility improvement	-	-	-	-	2,403,625	-	2,403,625
Due from Developer	-	-	-	-	309,678	1,062,034	1,371,712
Deposits	500	-	-	-	-	-	500
Due from other funds							
General	-	52,074	65,599	-	-	495,750	613,423
Undeposited funds	700,953	199,495	-	-	-	-	900,448
Total assets	<u>\$ 797,967</u>	<u>\$ 1,116,811</u>	<u>\$ 730,015</u>	<u>\$ 13</u>	<u>\$ 2,713,306</u>	<u>\$ 1,557,784</u>	<u>\$ 6,915,896</u>
LIABILITIES							
Liabilities:							
Accounts payable	-	-	-	-	231,572	1,557,784	1,789,356
Retainage payable	-	-	-	209,874	229,288	98,156	537,318
Due to other funds							
Debt service	117,673	-	-	-	-	-	117,673
Capital projects	495,750	-	-	-	-	-	495,750
Developer advance	6,000	-	-	-	-	-	6,000
Total liabilities	<u>619,423</u>	<u>-</u>	<u>-</u>	<u>209,874</u>	<u>460,860</u>	<u>1,655,940</u>	<u>2,946,097</u>
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	-	-	-	-	309,678	1,062,034	1,371,712
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>309,678</u>	<u>1,062,034</u>	<u>1,371,712</u>
FUND BALANCES							
Restricted							
Debt service	-	1,116,811	730,015	-	-	-	1,846,826
Capital projects	-	-	-	(209,861)	1,942,768	(1,160,190)	572,717
Unassigned	178,544	-	-	-	-	-	178,544
Total fund balances	<u>178,544</u>	<u>1,116,811</u>	<u>730,015</u>	<u>(209,861)</u>	<u>1,942,768</u>	<u>(1,160,190)</u>	<u>2,598,087</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 797,967</u>	<u>\$ 1,116,811</u>	<u>\$ 730,015</u>	<u>\$ 13</u>	<u>\$ 2,713,306</u>	<u>\$ 1,557,784</u>	<u>\$ 6,915,896</u>

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 3,810	\$ 49,191	\$ 182,047	27%
Assessment levy: off-roll	93,002	279,006	244,937	114%
Total revenues	<u>96,812</u>	<u>328,197</u>	<u>426,984</u>	77%
EXPENDITURES				
Professional & administrative				
Supervisors	2,000	4,000	12,900	31%
Management/accounting/recording	4,000	16,000	48,000	33%
Legal	220	2,464	20,000	12%
Engineering	7,677	7,677	15,000	51%
Audit	-	-	9,000	0%
Arbitrage rebate calculation	-	-	500	0%
Assessment roll preparation	-	-	5,500	0%
Dissemination agent	167	667	2,000	33%
Trustee	-	-	12,000	0%
Telephone	17	67	200	34%
Postage	34	111	500	22%
Legal advertising	575	787	1,500	52%
Annual special district fee	-	175	175	100%
Insurance	-	5,563	6,500	86%
Office supplies	-	-	500	0%
Miscellaneous/bank charges	-	-	500	0%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Property appraiser & tax collector	57	738	3,793	19%
Total professional & administrative	<u>14,747</u>	<u>38,249</u>	<u>139,483</u>	27%
Filed operations				
Field ops management & accounting	833	3,333	10,000	33%
Electric	1,041	3,987	22,000	18%
Reclaimed water	6,058	10,616	45,000	24%
Well pump maintenance	-	-	15,000	0%
Wetland maintenance	19,375	44,675	125,000	36%
Wetland contract	-	-	7,500	0%
Pond contract	3,000	9,000	25,000	36%
Irrigation contract	1,375	6,007	15,000	40%
Irrigation pump maintenance	874	1,652	15,000	11%
Drainage maintenance	-	-	6,000	0%
Hurricane/storm clean-up	-	14,700	-	N/A
Curb replacement	-	-	2,000	0%
Total field operations	<u>32,556</u>	<u>93,970</u>	<u>287,500</u>	33%
Total expenditures	<u>47,303</u>	<u>132,219</u>	<u>426,983</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	49,509	195,978	1	
Fund balances - beginning	129,035	(17,434)	-	
Fund balances - ending	<u>\$ 178,544</u>	<u>\$ 178,544</u>	<u>\$ -</u>	

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND - SERIES 2021 A-1 & A-2
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 5,583	\$ 72,081	\$ 268,904	27%
Assessment levy: off-roll	46,575	139,724	196,850	71%
Assessment prepayments	185,687	560,196	-	N/A
Interest	3	10	-	N/A
Lot closing	2,216	6,601	-	N/A
Total revenues	<u>240,064</u>	<u>778,612</u>	<u>465,754</u>	167%
EXPENDITURES				
Debt service				
Principal - 2021A-1	-	-	90,000	0%
Principal prepayments - 2021A-2	-	240,000	-	N/A
Interest - 2021A-1	-	85,430	170,860	50%
Interest - 2021A-2	-	98,425	196,850	50%
Total debt service	<u>-</u>	<u>423,855</u>	<u>457,710</u>	93%
Other fees and charges				
Tax collector	85	1,082	5,602	19%
Total expenditures	<u>85</u>	<u>424,937</u>	<u>463,312</u>	92%
Excess/(deficiency) of revenues over/(under) expenditures	239,979	353,675	2,442	
Fund balances - beginning	876,832	763,136	796,087	
Fund balances - ending	<u>\$1,116,811</u>	<u>\$ 1,116,811</u>	<u>\$798,529</u>	

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND - SERIES 2021 B-1 & B-2
FOR THE PERIOD ENDED JANUARY 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ 65,599	\$ 196,798	\$ 533,204	37%
Interest	3	10	-	N/A
Total revenues	<u>65,602</u>	<u>196,808</u>	<u>533,204</u>	37%
EXPENDITURES				
Debt service				
Principal - 2021B-1	-	-	85,000	0%
Interest - 2021B-1	-	88,639	177,279	50%
Interest - 2021B-2	-	135,403	270,806	50%
Total expenditures	<u>-</u>	<u>224,042</u>	<u>533,085</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	65,602	(27,234)	119	
Fund balances - beginning	<u>664,413</u>	<u>757,249</u>	<u>1,009,235</u>	
Fund balances - ending	<u>\$ 730,015</u>	<u>\$ 730,015</u>	<u>\$1,009,354</u>	

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND - SERIES 2021 A-1 & A-2
FOR THE PERIOD ENDED JANUARY 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>
REVENUES		
Developer contributions	\$ 52,583	\$ 214,218
Total revenues	<u>52,583</u>	<u>214,218</u>
EXPENDITURES		
Capital outlay	-	216,168
Total expenditures	<u>-</u>	<u>216,168</u>
Excess/(deficiency) of revenues over/(under) expenditures	52,583	(1,950)
Fund balances - beginning	(262,444)	(207,911)
Fund balances - ending	<u>\$ (209,861)</u>	<u>\$ (209,861)</u>

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND - SERIES 2021 B-1 & B-2
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Month	Date
REVENUES		
Developer contributions	\$ 425,892	\$ 902,812
Interest	11	44
Total revenues	425,903	902,856
EXPENDITURES		
Capital outlay	(78,106)	921,380
Total expenditures	(78,106)	921,380
Excess/(deficiency) of revenues over/(under) expenditures	504,009	(18,524)
Fund balances - beginning	1,438,759	1,961,292
Fund balances - ending	\$1,942,768	\$1,942,768

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED JANUARY 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>
REVENUES		
Developer contributions	\$ 649,501	\$ 1,282,816
Total revenues	<u>649,501</u>	<u>1,282,816</u>
 EXPENDITURES		
Capital outlay	<u>754,759</u>	<u>2,159,585</u>
Total expenditures	<u>754,759</u>	<u>2,159,585</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (105,258)	 (876,769)
 Fund balances - beginning	 (1,054,932)	 (283,421)
Fund balances - ending	<u><u>\$ (1,160,190)</u></u>	<u><u>\$ (1,160,190)</u></u>

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Lakes of Sarasota Community Development District held a Regular Meeting on February 8, 2023, at 11:30 a.m., at 5800 Lakewood Ranch Blvd, Sarasota, Florida 34240.

Present were:

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

Also present, were:

Chuck Adams	District Manager
Theresa Gunn	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 11:40 a.m. Supervisors Leinaweaver, Foster, Weidemiller and Blakely were present. Supervisor Williams added via telephone.

SECOND ORDER OF BUSINESS

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

No members of the public spoke.

THIRD ORDER OF BUSINESS

Acceptance of the Unaudited Financial Statements as of December 31, 2022

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

On MOTION by Mr. Weidemiller and seconded by Mr. Blakely, with all in favor, the Unaudited Financial Statements as of December 31, 2022, were accepted.

41 **FOURTH ORDER OF BUSINESS**

Approval of January 11, 2023 Regular Meeting Minutes

42
43
44
45

Mr. Adams presented the following the January 11, 2023 Regular Meeting Minutes.

On MOTION by Mr. Blakely and seconded by Ms. Foster, with all in favor, the January 11, 2023 Regular Meeting Minutes, as presented, were approved.

48
49

50 **FIFTH ORDER OF BUSINESS**

Staff Reports

51
52

A. District Counsel: *Vogler Ashton, PLLC*

There was no report.

54

B. District Engineer: *AM Engineering, Inc.*

55

▪ Ratification of Change Orders

This item was an addition to the agenda.

57

Ms. Gunn presented the following:

58

➤ Firethorn, Inc., Change Order No. 1 [Grand Park Ibis Street]

59

On MOTION by Mr. Blakely and seconded by Mr. Weidemiller, with all in favor, Firethorn, Inc., Change Order No. 1 for Grand Park Ibis Street, was ratified.

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62

63

64

➤ Firethorn, Inc., Change Order No. 4 [Grand Park Phase 3]

65

On MOTION by Mr. Blakely and seconded by Mr. Weidemiller, with all in favor, Firethorn, Inc., Change Order No. 4 for Grand Park Phase 3, was ratified.

68

69

70

➤ Hughey Construction Services, LLC, Change Orders No. 1, 2, 3A, 3B, 4, 5, 6 and 7 [Ibis Street/Hawkins Road]

71

72

On MOTION by Mr. Weidemiller and seconded by Mr. Leinaweaver, with all in favor, Hughey Construction Services, LLC, Change Orders No. 1, 2, 3A, 3B, 4, 5, 6 and 7 for Ibis Street/ Hawkins Road, was ratified.

76

77

78 Ms. Gunn discussed change orders that will be forthcoming related to Phase 2 Grand
79 Park; one is for additional time due to rain and Hurricane Ian delays and the other is reductive
80 for things that were not installed.

81 Discussion ensued regarding the status of the projects.

- 82 ■ **Xylem Water Solutions USA, Inc. Change Order [Grand Park Offsite MPS Phase 1D]**

83 **This item was an addition to the agenda.**

84 This is for an additional \$40,631 for additional equipment.

85

86 **On MOTION by Mr. Weidemiller and seconded by Mr. Blakely, with all in favor,**
 87 **the Xylem Water Solutions USA, Inc. Change Order for \$40,631 for Grand Park**
 88 **Offsite MPS Phase 1D, was ratified.**

89

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

- 91 ● **NEXT MEETING DATE: March 8, 2023 at 11:30 AM**

- 92 ○ **QUORUM CHECK**

93 The next meeting will be held on March 8, 2023.

94

95 **SIXTH ORDER OF BUSINESS**

Board Members' Comments/Requests

96

97 There were no Board Members' comments or requests.

98

99 **SEVENTH ORDER OF BUSINESS**

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

100

101

102 No members of the public spoke.

103

104 **EIGHTH ORDER OF BUSINESS**

Adjournment

105

106

107 **On MOTION by Ms. Foster and seconded by Mr. Leinaweaver, with all in favor,**
 108 **the meeting adjourned at 11:50 a.m.**

109

110

111

112

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

113
114
115
116
117
118

Secretary/Assistant Secretary

Chair/Vice Chair

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

5800 Lakewood Ranch Boulevard, Sarasota, Florida 34240

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 12, 2022	Regular Meeting	12:00 PM
November 8, 2022	Landowners' Meeting	12:00 PM
November 9, 2022	Regular Meeting	12:30 PM
December 14, 2022	Regular Meeting	11:30 AM
January 11, 2023	Regular Meeting	11:30 AM
February 8, 2023	Regular Meeting	11:30 AM
March 8, 2023	Regular Meeting	11:30 AM
April 12, 2023	Regular Meeting	11:30 AM
May 10, 2023	Regular Meeting	11:30 AM
June 14, 2023	Regular Meeting	11:30 AM
July 12, 2023	Regular Meeting	11:30 AM
August 9, 2023	Regular Meeting	11:30 AM
September 13, 2023	Regular Meeting	11:30 AM