

**LAKES OF
SARASOTA**

**COMMUNITY DEVELOPMENT
DISTRICT 2**

May 10, 2023

BOARD OF SUPERVISORS

**REGULAR
MEETING AGENDA**

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT 2

AGENDA

LETTER

Lakes of Sarasota Community Development District 2

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

May 3, 2023

ATTENDEES:

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

Board of Supervisors

Lakes of Sarasota Community Development District 2

Dear Board Members:

The Board of Supervisors of the Lakes of Sarasota Community Development District 2 will hold a Regular Meeting on May 10, 2023 at 11:30 a.m., at 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2023-02, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of MBS Capital Markets, LLC Agreement for Underwriting Services
5. Consideration of Atkins North America, Inc., Client Master Services Agreement and Task Order
6. Acceptance of Unaudited Financial Statements as of March 31, 2023
7. Approval of March 8, 2023 Regular Meeting Minutes
8. Staff Reports
 - A. District Counsel: *Vogler Ashton, PLLC*
 - B. District Engineer (Interim): *AM Engineering, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 0 Registered Voters in District as of April 15, 2023
 - NEXT MEETING DATE: June 14, 2023 at 11:30 AM

○ QUORUM CHECK

SEAT 1	PETE WILLIAMS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	KRIS WATTS	<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	JOHN BLAKLEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	PRISCILLA HEIM	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

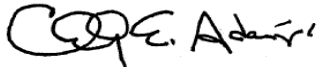
9. Board Members' Comments/Requests

10. Public Comments

11. Adjournment

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

Sincerely,



Chesley 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 2

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RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT 2 APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Lakes of Sarasota Community Development District 2 (“**District**”) prior to June 15, 2023, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT 2:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: _____

HOUR: _____

LOCATION: 5800 Lakewood Ranch Blvd.
Sarasota, Florida 34240

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Sarasota County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 10TH DAY OF MAY, 2023.

ATTEST:

**LAKES OF SARASOTA COMMUNITY
DEVELOPMENT DISTRICT 2**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT 2
PROPOSED BUDGET
FISCAL YEAR 2024**

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT 2
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**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT 2
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Revenue and Expenditures	
REVENUES					
Developer contribution	\$ 111,490	\$ 28,727	82,763	111,490	\$ 111,490
Total revenues	111,490	28,727	82,763	111,490	111,490
EXPENDITURES					
Professional & administrative					
Supervisors	12,700	5,382	7,318	12,700	12,700
Management/accounting/recording	48,000	12,000	36,000	48,000	48,000
Legal	20,000	2,659	10,000	12,659	20,000
Engineering	10,000		5,000	5,000	10,000
Audit*	3,500		3,500	3,500	3,500
Arbitrage rebate calculation*	750		750	750	750
Dissemination agent*	1,000		1,000	1,000	1,000
Trustee*	4,000		4,000	4,000	4,000
Telephone	200	100	100	200	200
Postage	500	37	463	500	500
Printing & binding	1,000	250	750	1,000	1,000
Legal advertising	2,500	-	2,500	2,500	2,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	5,500
Contingencies/bank charges	750	155	595	750	750
Website			-	-	
Hosting & maintenance	705	1,680	(975)	705	705
ADA compliance	210		210	210	210
Total expenditures	\$111,490	27,438	71,211	98,649	\$111,490
Net increase/(decrease) of fund balance	-	1,289	11,552	12,841	-
Fund balance - beginning (unaudited)	-		1,289	-	12,841
Fund balance - ending (projected)	\$ -	\$ 1,289	\$ 12,841	\$ 12,841	\$ 12,841

* Expenses will be realized during budget year following bond issued.

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT 2
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 12,700
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community. The fee being charged assumes bonds are issued by September 30, 2022 and therefore returns to \$48k per year.	
Legal	20,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	10,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	3,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	4,000
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	1,000
Letterhead, envelopes, copies, agenda packages, etc.	
Legal advertising	2,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	750
Bank charges, automated AP routing and other miscellaneous expenses incurred during the year.	
Website	
Hosting & maintenance	705
ADA compliance	210
Total expenditures	<u><u>\$111,490</u></u>

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT 2

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MBS CAPITAL MARKETS, LLC

AGREEMENT FOR UNDERWRITING SERVICES LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT 2

May 10, 2023

Board of Supervisors
Lakes of Sarasota Community Development District 2

Dear Supervisors:

MBS Capital Markets, LLC (“Underwriter”) offers to enter into this agreement (the “Agreement”) with the Lakes of Sarasota Community Development District 2 (“District”) which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. This agreement relates to the proposed issuance of bonds (the “Bonds”) to acquire and/or construct certain public infrastructure improvements for the initial phase of infrastructure. This Agreement will cover the engagement for the Series 2023 Bonds and will be supplemented for future bond issuances.

1. **Scope of Services:** The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.
 - Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
 - Preparation of rating strategies and presentations related to the issue being underwritten.
 - Preparations for and assistance with investor “road shows,” if any, and investor discussions related to the issue being underwritten.
 - Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
 - Assistance in the preparation of the Preliminary Official Statement, if any, and the final Official Statement.
 - Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
 - Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
 - Preparation of post-sale reports for the issue, if any.
 - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

2. **Fees:** The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter’s or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or

Member: FINRA/SIPC



MBS CAPITAL MARKETS, LLC

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placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be the greater of 2% of the par amount of Bonds issued or \$50,000.

3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.
4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the “Purchase Contract”) detailing the terms of the Bonds.
5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
6. **Disclosures Concerning the Underwriter’s Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board’s Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as “Exhibit A.” By execution of this Agreement, you are acknowledging receipt of the same.



MBS CAPITAL MARKETS, LLC

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This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

We are required to seek your acknowledgement that you have received the disclosures referenced herein and attached hereto as Exhibit A. By execution of this agreement, you are acknowledging receipt of the same.

Sincerely,
MBS Capital Markets, LLC

Edwin Bulleit
Managing Partner

Approved and Accepted By: _____
Title: _____
Date: _____



MBS CAPITAL MARKETS, LLC

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EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.
- (iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosure Concerning the Underwriter's Compensation

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.



MBS CAPITAL MARKETS, LLC

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Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

Disclosures Concerning Complex Municipal Securities Financing

Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT 2

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CLIENT MASTER SERVICES AGREEMENT AND TASK ORDER

ATKINS Reference Number: P100085233

This Master Services Agreement (“Agreement”), effective this ____ day of _____ 2023, is by and between ATKINS NORTH AMERICA, INC., having offices at 4030 West Boy Scout Boulevard, Ste. 700, Tampa, Florida 33607 (“ATKINS”), and Lakes of Sarasota 2 CDD, having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“Client”). Hereinafter, ATKINS and Client shall be collectively referred to as the “Parties” or individually referred to as a “Party.”

1. General Responsibility: Client desires to engage ATKINS to perform the services in accordance with the terms and conditions of this Agreement and as provided in future Task Orders (“Task Orders”) which Client may, from time to time, enter with ATKINS.

2. Services: ATKINS agrees to provide services to Client as more fully set forth in future Task Orders (“Services”) between Client and ATKINS, and as and when directed by Client, in the form attached as Exhibit 1. It is understood and agreed that ATKINS' services under this Agreement do not include participation in or support for any litigation. Should such services be required, a Supplemental Agreement may be negotiated between the Client and ATKINS describing the services desired and providing a basis for compensation to ATKINS.

3. Fee: The Scope of Services and Fee for such Services shall be defined in separate Task Orders. Each Task Order will be governed by the terms and conditions of this Agreement as if such terms and conditions were fully set forth in the Task Order.

4. Duration: This Agreement shall become effective on the date first written above (the “Effective Date”) and shall remain in effect until **December 31, 2024**, unless terminated as provided herein or extended by mutual agreement in writing.

5. Invoice Procedure: Not later than the end of each financial month, or at such earlier time as directed by Client, ATKINS shall invoice Client for Services performed that month. The invoice shall reference the ATKINS Project Number and Task Numbers.

6. Assignment: Neither the Client nor ATKINS will assign or transfer its interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld.

7. No Warranty: ATKINS makes no warranties, expressed or implied, or arising by operation of the law or course of performance, custom, usage in the trade or profession, including without limitation the implied warranties of merchantability and fitness for a particular purpose.

8. Limit of Liability: The limit of liability of ATKINS to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.

9. Mutual Waiver of Consequential Damages: Notwithstanding anything to the contrary, on behalf of themselves, their governing officers and employees, the parties waive all claims against each other for indirect or consequential losses or damages, and punitive damages, whether arising in contract, warranty, tort, negligence, strict liability, or otherwise, including but not limited to losses of profits, use, excess construction costs, alternative means or methods, or losses of funding.

10. Construction Services: If, under this Agreement, professional services are provided during the construction phase of the project, ATKINS shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with

the work. ATKINS does not guarantee and shall have no liability for the failure of contractors performing construction work to comply with any construction schedules or any plans or specifications or to perform the work to contract prices or to achieve anticipated construction costs.

11. Insurance: ATKINS shall at all times carry Workers' Compensation insurance as required by statute, commercial general liability insurance including bodily injury and property damage, automobile liability coverage, and professional liability coverage. Insurance certificates will be provided to Client upon request. Client agrees to require that ATKINS be named additional insured on insurance coverages provided by contractors on the Project.

12. No Individual Liability: Pursuant to section 558.0035, *Florida Statutes*, an individual employee or agent of ATKINS may not be held individually liable for negligence.

13. Termination: If Client seeks to terminate the Agreement, or any Task Order issued under this agreement, for cause, ATKINS shall be given an opportunity to develop a plan to cure any declared default within thirty (30) calendar days from the date of written notification. ATKINS may terminate this Agreement for cause by giving Client thirty (30) days written notice of the cause in which to cure the cause or breach. ATKINS shall be compensated for all work performed up to the date of termination, including reimbursable expenses.

14. Force Majeure: ATKINS shall not be responsible for delays or failures in performance resulting from acts beyond its reasonable control. Such acts shall include, but not be limited to, acts of God, strikes, acts of war, epidemics, Government regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, acts of terrorism, or other disasters. Time of performance and compensation to ATKINS shall be adjusted appropriately for any such event.

15. Dispute Resolution: If a dispute arises out of or related to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third-party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by ATKINS.

16. Subsurface Investigations: In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total cost and/or execution of projects. These conditions and cost/execution effects are not the responsibility of ATKINS.

17. Hazardous Waste, Materials, or Substances: Unless otherwise specifically provided in this Agreement, ATKINS shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.

18. Client-Furnished Data: Client shall provide to ATKINS all data in Client's possession relating to ATKINS' Services. Client shall be responsible for, and ATKINS may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to ATKINS pursuant to this Agreement. ATKINS may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

19. Record Drawings: Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. ATKINS is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

20. Documents: All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from ATKINS' services under this Agreement are and remain the property of ATKINS as instruments of services. Where such documents are required to be filed with governmental agencies, ATKINS will furnish copies to the CLIENT upon request. Any unapproved use or modification shall be at the CLIENT'S sole risk without liability or legal exposure to ATKINS unless approved in writing prior to such reuse.

21. Limited Copyright License: ATKINS grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by ATKINS as "Reproduction Authorized."

22. Intellectual Property: With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or pursuant to this Agreement shall remain the sole and exclusive property of ATKINS, its successors and assigns unless licensed or assigned by ATKINS pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of intellectual property including without limitation all: inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works, and in all other original works of authorship.

23. Permitting: In cases where the scope of services requires ATKINS to submit, on behalf of the Client, a permit application and/or approval by a third party to this contract, ATKINS does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by ATKINS is not contingent upon the successful acquisition of these permits. ATKINS shall not be responsible for Regulatory Agency delays.

24. Access to Facilities and Property: Client will make its facilities accessible to ATKINS as required for ATKINS' performance of its services and will provide labor and safety equipment as required by ATKINS for such access. Client will perform, at no cost to ATKINS, such tests of equipment, machinery, pipelines, and other components of Client's facilities as may be required in connection with ATKINS' services.

25. No Third-Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party. It is expressly understood and agreed that the enforcement of these items and conditions shall be reserved to Client and ATKINS. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of Client and ATKINS that any such person or entity, other than Client and ATKINS, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

26. Non-Solicitation: Without the prior written permission of the other Party, neither Party shall actively recruit, solicit or otherwise attempt to hire the employees of the Other Party. Each Party further acknowledges that the restrictions contained in this Agreement are necessary for the protection and goodwill of both Parties and reasonable for that purpose. Each Party therefore agrees that any breach of the terms of this provision is likely to cause the Other Party substantial, irrevocable, and irreparable harm. In the event of any such breach, the breaching Party agrees that the Other Party, in addition to such other remedies which may be available, shall be entitled to specific performance and other injunctive or marketing relief including interim or interlocutory relief.

27. Schedule: ATKINS' services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of any Project authorized pursuant to this Agreement.

28. Waiver: Any failure by ATKINS to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and ATKINS may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

29. Governing Law: This Agreement shall be governed by and construed according to the laws of the State where the situs of the work is located.

30. Severability: In the event any term or provision of this Agreement or applicable Task Order is held invalid, void or otherwise unenforceable, the remainder of the Agreement or Task Order shall not be affected, impaired or invalidated. Each remaining term and provision of the Agreement or Task Order shall be valid and enforceable to the fullest extent permitted by law.

31. Notices: All notices, certifications or acknowledgments given under this Agreement shall be in writing and delivered personally or sent by registered mail, reputable overnight courier service, telegram, fax or other confirmed electronic means. Such notices shall be effective upon receipt by the addressee. Notices shall be sent to:

ATKINS NORTH AMERICA, INC.

100 Paramount Drive
Suite 207
Sarasota, Florida 34232

Attention: Norman Robertson, Project Director

LAKES OF SARASOTA 2 CDD

2300 Glades Road
Suite 410W
Boca Raton, Florida 33431

Attention:

32. Entirety of Agreement: This Agreement and any Task Orders embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing signed by both parties hereto.

33. Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

34. Indemnification: ATKINS shall indemnify and hold harmless Client, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligent act or omissions of ATKINS and other persons employed or utilized by ATKINS in the performance of services pursuant to this Agreement.

Task Order specific terms and conditions will be specified on each respective task order.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

ATKINS NORTH AMERICA, INC.

CLIENT: LAKES OF SARASOTA 2 CDD

Name: Chet Wendrzyk

Name: _____

Title: VP, Sector Manager

Title: _____

Date: _____

Date: _____

EXHIBIT 1



Member of the SNC-Lavalin Group

TASK ORDER

ATKINS Contract Number: _____

Task Order Number: _____

This Task Order is made part of and governed by the terms and provisions of the Master Services Agreement, dated the _____ day of _____, 20____ ("Agreement"), by and between Atkins North America, Inc. ("ATKINS") and LAKES OF SARASOTA 2 CDD (the "Client"). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

Scope of Services: In performing its work under this Task Order, ATKINS shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by ATKINS. ATKINS agrees to perform the scope of services Described in Attachment A in accordance with the Payment Basis set forth below.

Payment Basis: Select the basis of payment for this Task Order:

<input type="checkbox"/> Time and Materials (T&M)
Total Labor: _____
Total Materials: _____
Total "NTE" Amount: _____

<input type="checkbox"/> Fixed Unit Rates/Prices
Total "NTE" Amount: _____

<input type="checkbox"/> Firm-Fixed Price (FFP)
Total Task Order Amount: _____

<input type="checkbox"/> Labor-Hour (LH)
Total Ceiling (NTE) Amount: _____

<input type="checkbox"/> Cost Plus Fixed Fee (CPFF)
Total Estimated Costs: _____
Fixed Fee: _____
Total Price: _____

<input type="checkbox"/> Other
Describe basis of payment: _____

APPROVAL/ACCEPTANCE

Acceptance of the terms of this Task Order is acknowledged by the following signatures of the authorized representatives of the parties to the Agreement. This Task Order consists of this document and any supplemental pages attached and referenced hereto.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

ATKINS NORTH AMERICA, INC.:

LAKES OF SARASOTA 2 CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT 2

UNAUDITED FINANCIAL STATEMENTS

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT 2
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2023**

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT 2
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2023**

	General Fund	Debt Service Fund	Total Governmental Funds
ASSETS			
Cash	\$ 6,459	\$ -	\$ 6,459
Undeposited funds	6,525	-	6,525
Due from general fund	-	1,399	1,399
Total assets	\$ 12,984	\$ 1,399	\$ 14,383
 LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 4,049	\$ 1,399	\$ 5,448
Due to Landowner	-	11,226	11,226
Due to debt service fund	1,399	-	1,399
Accrued wages payable	1,000	-	1,000
Tax payable	536	-	536
Landowner advance	6,000	-	6,000
Total liabilities	12,984	12,625	25,609
 Fund balances:			
Restricted for:			
Debt service	-	(11,226)	(11,226)
Total fund balances	-	(11,226)	(11,226)
 Total liabilities and fund balances	\$ 12,984	\$ 1,399	\$ 14,383

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT 2
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 8,436	\$ 28,727	\$ 111,490	26%
Total revenues	<u>8,436</u>	<u>28,727</u>	<u>111,490</u>	26%
EXPENDITURES				
Professional & administrative				
Supervisors	1,077	5,382	12,700	42%
Management/accounting/recording*	2,000	12,000	48,000	25%
Legal	283	2,659	20,000	13%
Engineering	-	-	10,000	0%
Audit**	-	-	3,500	0%
Arbitrage rebate calculation**	-	-	750	0%
Dissemination agent**	-	-	1,000	0%
Trustee**	-	-	4,000	0%
Telephone	16	100	200	50%
Postage	27	37	500	7%
Printing & binding	42	250	1,000	25%
Legal advertising	-	-	2,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	155	750	21%
Website				
Hosting & maintenance	1,680	1,680	705	238%
ADA compliance	-	-	210	0%
Total expenditures	<u>5,125</u>	<u>27,438</u>	<u>111,490</u>	25%
Excess/(deficiency) of revenues over/(under) expenditures	3,311	1,289	-	
Fund balances - beginning	<u>(3,311)</u>	<u>(1,289)</u>	-	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

*WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**Expenses will be realized during budget year following bond issued.

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT 2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED MARCH 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	<u>1,399</u>	<u>7,975</u>
Total expenditures	<u>1,399</u>	<u>7,975</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (1,399)	 (7,975)
 Fund balances - beginning	 (9,827)	 (3,251)
Fund balances - ending	<u><u>\$ (11,226)</u></u>	<u><u>\$ (11,226)</u></u>

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT 2

MINUTES

DRAFT

**MINUTES OF MEETING
LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT 2**

The Board of Supervisors of the Lakes of Sarasota Community Development District 2 held a Regular Meeting on March 8, 2023, at 11:30 a.m., at 5800 Lakewood Ranch Blvd, Sarasota, FL 34240.

Present were:

Pete Williams (via telephone)	Chair
Kris Watts	Vice Chair
Priscilla Heim	Assistant Secretary
Dale Weidemiller	Assistant Secretary
John Blakley	Assistant Secretary

Also present, were:

Chuck Adams	District Manager
Shawn Leins	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 12:08 p.m.

Supervisors Leinaweaver, Foster, Williams and Blakley were present. Supervisor Weidemiller attended 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 January 31, 2023

Mr. Adams presented the Unaudited Financial Statements as of January 31, 2023.

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On MOTION by Mr. Blakley and seconded by Ms. Watts, with all in favor, the Unaudited Financial Statements as of January 31, 2023, were accepted.

FOURTH ORDER OF BUSINESS **Approval of February 8, 2023 Regular Meeting Minutes**

Mr. Adams presented the following the February 8, 2023 Regular Meeting Minutes.

On MOTION by Mr. Williams and seconded by Ms. Heim, with all in favor, the February 8, 2023 Regular Meeting Minutes, as presented, were approved.

FIFTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel: *Vogler Ashton, PLLC*

There was no report.

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

Mr. Leins stated bids were requested for Phase 1 construction and the permits are moving slowly.

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

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

The next meeting will be held on April 12, 2023.

SIXTH ORDER OF BUSINESS **Board Members' Comments/Requests**

There were no Board members' comments or requests.

SEVENTH ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

73 EIGHTH ORDER OF BUSINESS

Adjournment

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On MOTION by Ms. Watts and seconded by Mr. Blakley, with all in favor, the meeting adjourned at approximately 12:10 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT 2

STAFF

REPORTS



Ron Turner
Supervisor of Elections
Sarasota County: Our County. Our Vote.

April 21, 2023

Daphne Gillyard
Director of Administrative Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Subject: Qualified Electors for Lakes of Sarasota 2 CDD

Dear Daphne:

Per your written request, I have calculated the qualified registered electors in the Lakes of Sarasota 2 Community Development District as of April 15, 2023.

I show no registered voters residing within the development at this time.

Sincerely,

Ron Turner
Supervisor of Elections
Sarasota County, Florida

RT/alp

LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT 2**BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE****LOCATION***5800 Lakewood Ranch Blvd., Sarasota, Florida 34240*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 12, 2022	Regular Meeting	12:00 PM
November 9, 2022 CANCELED	Regular Meeting	12:00 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 CANCELED	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