

GRACEWATER SARASOTA

**COMMUNITY DEVELOPMENT
DISTRICT**

April 20, 2022

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

Gracewater 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

April 13, 2022

Board of Supervisors
Gracewater Sarasota Community Development District

ATTENDEES:

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

Dear Board Members:

The Board of Supervisors of the Gracewater Sarasota Community Development District will hold a Regular Meeting on April 20, 2022, at 12:00 p.m., at the offices of Icard Merrill, 2033 Main Street, Suite 600, Sarasota, Florida 34237. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2022-03, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
4. Ratification Items
 - A. Kutak Rock LLP, Retention and Fee Agreement
 - B. Morris Engineering & Consulting, LLC, Stormwater Management Needs Analysis Proposal
 - C. Change Order No. 1, Ripa & Associates, LLC, Phases I and II Contract for Removing Roadways
5. Acceptance of Unaudited Financial Statements as of February 28, 2022
6. Approval of October 19, 2021 Regular Meeting Minutes
7. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Morris Engineering & Consulting, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: May 18, 2022 at 12:00 P.M.

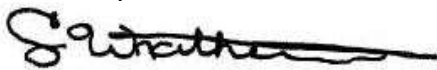
- QUORUM CHECK

ELDON JOHNSON	☐	IN PERSON	☐	PHONE	☐	NO
KRISTEN JOHNSON	☐	IN PERSON	☐	PHONE	☐	NO
PHIL DANTE	☐	IN PERSON	☐	PHONE	☐	NO
WREN DANTE	☐	IN PERSON	☐	PHONE	☐	NO
CLIFTON FISCHER	☐	IN PERSON	☐	PHONE	☐	NO

8. Board Members' Comments/Requests
9. Public Comments
10. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 943 865 3730

GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRACEWATER SARASOTA COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 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 Gracewater Sarasota Community Development District ("**District**") prior to June 15, 2022, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"); 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 GRACEWATER SARASOTA COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 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 for the following date, hour and location:

DATE: August 17, 2022

HOUR: 12:00 PM

LOCATION: offices of Icard Merrill
2033 Main Street, Suite 600
Sarasota, Florida 34237

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 20TH DAY OF APRIL, 2022.

ATTEST:

**GRACEWATER SARASOTA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

**GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023**

**GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
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**GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed
	Adopted Budget FY 2022	Actual through 2/28/2022	Projected Through 9/30/2022	Total Actual & Projected	Budget FY 2023
REVENUES					
Landowner contribution	\$ 89,990	\$ 49,468	\$ 66,263	\$ 115,731	\$ 95,365
Total revenues	89,990	49,468	66,263	115,731	95,365
EXPENDITURES					
Professional & administrative					
Supervisors	-	646	646	1,292	5,375
Management/accounting/recording	48,000	20,000	28,000	48,000	48,000
Legal	20,000	1,183	18,817	20,000	20,000
Engineering	1,200	1,635	(435)	1,200	1,200
Audit	4,500	-	4,500	4,500	4,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	1,000	-	1,000	1,000	1,000
Trustee	5,000	-	5,000	5,000	5,000
Telephone	200	83	117	200	200
Postage	500	20	480	500	500
Printing & binding	500	208	292	500	500
Legal advertising	1,500	-	1,500	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	5,500
Contingencies/bank charges	500	125	375	500	500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Total expenditures	89,990	29,075	61,707	90,782	95,365
Excess/(deficiency) of revenues over/(under) expenditures	-	20,393	4,556	24,949	-
Fund balance - beginning (unaudited)	-	(24,949)	(4,556)	(24,949)	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(4,556)	-	-	-
Fund balance - ending	\$ -	\$ (4,556)	\$ -	\$ -	\$ -

**GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

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.	
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	1,200
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	4,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	500
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.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,500
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	500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	<u><u>\$ 89,990</u></u>

**GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed
	Adopted Budget FY 2022	Actual through 2/28/2022	Projected Through 9/30/2022	Total Actual & Projected	Budget FY 2023
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 933,301
Total revenues	-	-	-	-	933,301
EXPENDITURES					
Debt service					
Principal	-	-	-	-	340,000
Interest	-	-	307,214	307,214	594,608
Total expenditures	-	175,068	307,214	482,282	934,608
Excess/(deficiency) of revenues over/(under) expenditures	-	(175,068)	(307,214)	(482,282)	(1,307)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	1,771,203	-	1,771,203	-
Original issue discount	-	298,757	-	298,757	-
Underwriter's discount	-	(335,600)	-	(335,600)	-
Total other financing sources/(uses)	-	1,734,360	-	1,734,360	-
Net increase/(decrease) in fund balance	-	1,559,292	(307,214)	1,252,078	(1,307)
Fund balance:					
Beginning fund balance (unaudited)	-	-	1,559,292	-	1,252,078
Ending fund balance (projected)	\$ -	\$ 1,559,292	\$ 1,252,078	\$ 1,252,078	1,250,771
Use of fund balance:					
Debt service reserve account balance (required)					(933,300)
Interest expense - November 1, 2023					(293,224)
Projected fund balance surplus/(deficit) as of September 30, 2023					\$ 24,247

**GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/22			307,213.88	307,213.88	16,780,000.00
11/01/22			297,303.75	297,303.75	16,780,000.00
05/01/23	340,000.00	2.400%	297,303.75	637,303.75	16,440,000.00
11/01/23			293,223.75	293,223.75	16,440,000.00
05/01/24	350,000.00	2.400%	293,223.75	643,223.75	16,090,000.00
11/01/24			289,023.75	289,023.75	16,090,000.00
05/01/25	355,000.00	2.400%	289,023.75	644,023.75	15,735,000.00
11/01/25			284,763.75	284,763.75	15,735,000.00
05/01/26	365,000.00	2.400%	284,763.75	649,763.75	15,370,000.00
11/01/26			280,383.75	280,383.75	15,370,000.00
05/01/27	375,000.00	2.950%	280,383.75	655,383.75	14,995,000.00
11/01/27			274,852.50	274,852.50	14,995,000.00
05/01/28	385,000.00	2.950%	274,852.50	659,852.50	14,610,000.00
11/01/28			269,173.75	269,173.75	14,610,000.00
05/01/29	400,000.00	2.950%	269,173.75	669,173.75	14,210,000.00
11/01/29			263,273.75	263,273.75	14,210,000.00
05/01/30	410,000.00	2.950%	263,273.75	673,273.75	13,800,000.00
11/01/30			257,226.25	257,226.25	13,800,000.00
05/01/31	425,000.00	2.950%	257,226.25	682,226.25	13,375,000.00
11/01/31			250,957.50	250,957.50	13,375,000.00
05/01/32	435,000.00	3.350%	250,957.50	685,957.50	12,940,000.00
11/01/32			243,671.25	243,671.25	12,940,000.00
05/01/33	450,000.00	3.350%	243,671.25	693,671.25	12,490,000.00
11/01/33			236,133.75	236,133.75	12,490,000.00
05/01/34	465,000.00	3.350%	236,133.75	701,133.75	12,025,000.00
11/01/34			228,345.00	228,345.00	12,025,000.00
05/01/35	480,000.00	3.350%	228,345.00	708,345.00	11,545,000.00
11/01/35			220,305.00	220,305.00	11,545,000.00
05/01/36	500,000.00	3.350%	220,305.00	720,305.00	11,045,000.00
11/01/36			211,930.00	211,930.00	11,045,000.00
05/01/37	515,000.00	3.350%	211,930.00	726,930.00	10,530,000.00
11/01/37			203,303.75	203,303.75	10,530,000.00
05/01/38	535,000.00	3.350%	203,303.75	738,303.75	9,995,000.00
11/01/38			194,342.50	194,342.50	9,995,000.00
05/01/39	550,000.00	3.350%	194,342.50	744,342.50	9,445,000.00
11/01/39			185,130.00	185,130.00	9,445,000.00
05/01/40	570,000.00	3.350%	185,130.00	755,130.00	8,875,000.00
11/01/40			175,582.50	175,582.50	8,875,000.00
05/01/41	590,000.00	3.350%	175,582.50	765,582.50	8,285,000.00
11/01/41			165,700.00	165,700.00	8,285,000.00
05/01/42	610,000.00	4.000%	165,700.00	775,700.00	7,675,000.00
11/01/42			153,500.00	153,500.00	7,675,000.00
05/01/43	635,000.00	4.000%	153,500.00	788,500.00	7,040,000.00
11/01/43			140,800.00	140,800.00	7,040,000.00
05/01/44	665,000.00	4.000%	140,800.00	805,800.00	6,375,000.00
11/01/44			127,500.00	127,500.00	6,375,000.00
05/01/45	690,000.00	4.000%	127,500.00	817,500.00	5,685,000.00
11/01/45			113,700.00	113,700.00	5,685,000.00
05/01/46	720,000.00	4.000%	113,700.00	833,700.00	4,965,000.00

**GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/46			99,300.00	99,300.00	4,965,000.00
05/01/47	745,000.00	4.000%	99,300.00	844,300.00	4,220,000.00
11/01/47			84,400.00	84,400.00	4,220,000.00
05/01/48	780,000.00	4.000%	84,400.00	864,400.00	3,440,000.00
11/01/48			68,800.00	68,800.00	3,440,000.00
05/01/49	810,000.00	4.000%	68,800.00	878,800.00	2,630,000.00
11/01/49			52,600.00	52,600.00	2,630,000.00
05/01/50	840,000.00	4.000%	52,600.00	892,600.00	1,790,000.00
11/01/50			35,800.00	35,800.00	1,790,000.00
05/01/51	875,000.00	4.000%	35,800.00	910,800.00	915,000.00
11/01/51			18,300.00	18,300.00	915,000.00
05/01/52	915,000.00	4.000%	18,300.00	933,300.00	-
05/01/52				-	-
Total	16,780,000.00		11,745,866.38	28,525,866.38	

**GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

Off-Roll					
		FY 2023 O&M Assessment per Unit	FY 2023 DS Assessment per Unit	FY 2023 Total Assessment per Unit	FY 2022 Total Assessment per Unit
Product/Parcel	Units				
SFD 50'	216	\$ -	\$ 2,312.44	\$ 2,312.44	\$ -
SFA Villa 35'	268	-	1,618.71	1,618.71	-
Total	484				

GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT

4A

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Gracewater Sarasota Community Development District (“**Client**”)
c/o Wrathell Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

- B. Kutak Rock LLP (“**Kutak Rock**”)
P.O. Box 10230
Tallahassee, Florida 32302

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Jonathan T. Johnson	\$395
Associates	\$250 - \$275
Paralegals	\$145

Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Its: Board Supervisor

Date: 1/20/22

KUTAK ROCK LLP

By: _____

Its: Transition Partner

Date: 01/20/2022

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

**GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT**

4B

March 8, 2022

Mr. Eldon Johnson, Chairman
Gracewater Community Development District
C/O Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

**Reference: Stormwater Management Needs Analysis Preparation – Proposal
Gracewater Community Development District**

Dear Mr. Johnson:

Morris Engineering and Consulting, L.L.C. appreciates this opportunity to provide professional services for the above referenced project. We understand that you seek to engage Morris Engineering to prepare the required Wastewater Services and Stormwater Management Needs Analysis and Report for the above referenced community. The analysis will be prepared pursuant to Chapter 2021-194, Laws of Florida/HB 53 and will be prepared in a format as directed by the District Counsel. The analysis will set forth the 20-year needs of the stormwater management system and provide responses to the required inquiries of the Statute.

PAYMENT OF SERVICES

We propose to furnish the above outlined services based on our current hourly rate schedule, last approved by the Board, with an estimated fee of approximately \$4,500.00. Invoices will be submitted for payment based on actual hours spent working on the project.

ASSUMPTIONS AND EXCLUSIONS

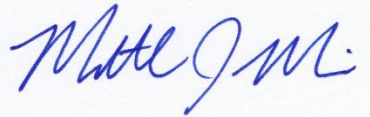
The above Scope of Services and associated Fees are based on the following Assumptions and Exclusions:

1. The above services do not include any full engineering or permitting services.

This proposal and the attached three (3) pages of General Conditions represent the entire understanding between Morris Engineering and Consulting, LLC and Client in respect to the Project and may only be modified in writing signed by both parties. If this Proposal satisfactorily sets forth your understanding of our agreement, please sign and date in the space provided below and return this Agreement to Morris Engineering and Consulting, L.L.C., 6997 Professional Parkway East, Suite B; Sarasota, Florida 34240

This proposal is offered for a period of thirty (30) days from the above date.

Sincerely,
MORRIS ENGINEERING AND CONSULTING, L.L.C.

A handwritten signature in blue ink, appearing to read "Matt J. Morris".

Matthew J. Morris, P.E.
President

Accepted this 9th day of March, 2022 by:

A handwritten signature in blue ink, appearing to read "Eldon Johnson".

Eldon Johnson, Chairman – Gracewater Community Development District

General Conditions

1. This Proposal and the anticipated scope of services to be provided by Morris Engineering and Consulting, LLC requires that the Client provide all information as to its requirements for the Project, examine and respond promptly to Morris Engineering and Consulting's submission, and give prompt written notice to Morris Engineering and Consulting whenever the Client observes, or otherwise becomes aware of, any defect or dissatisfaction with the services provided by Morris Engineering and Consulting.
2. In order for Morris Engineering and Consulting to perform its proposed services, the Client must provide Morris Engineering and Consulting with the following:
 - A. All required permit application documentation and all fees for all government agencies or utilities having jurisdiction over the Project. Morris Engineering and Consulting does not advance any application fees, etc., and expects the Client to furnish these at the time of submittal.
 - B. Provide sufficient documentation verifying the Client has authorization or ownership over the Project to make applications and receive governmental and utility permits, and to bind the property owners and their successors to any permit conditions or requirements.
 - C. Make all necessary provisions to guarantee Morris Engineering and Consulting's ability to enter upon public and private property of the Project.
3. All services rendered in this contract and reimbursable expenses will be invoiced monthly and payment is due within thirty (30) days of the invoice date. If Morris Engineering and Consulting does not receive payment within thirty (30) days of the invoice date, the invoice amount will be assessed a finance charge in the amount of 18% per annum from said thirtieth day. If any invoice payment is not received within 30 days of the invoice date, Morris Engineering and Consulting reserves the right to suspend any or all services without notice until full payment is made. The Client agrees that Morris Engineering and Consulting shall not be liable for its failure to perform any services or obligations set forth in this Proposal while services are suspended by reason of the Client's failure to timely remit payment in the manner identified above.
4. Out-of-pocket expenses including, but not limited to, county aerials or maps, deeds, air travel, blueprints, outside consultants, express mailing or delivery charges, long distance phone calls and mileage will be billed as an extra.
5. In the event of substantial failure by either Morris Engineering and Consulting or the Client to perform in accordance with the terms contained herein, through no fault of the terminating party, either party shall have the right to terminate this Proposal upon three (3) days written notice. In the event of termination, Client agrees to pay Morris Engineering and Consulting for all services rendered and expenses incurred to the date of termination, plus reasonable costs incurred by Morris Engineering and Consulting in terminating this Proposal. Failure to

make payment when due shall be considered a substantial failure to perform by the Client and grounds for termination.

6. Morris Engineering and Consulting and the Client acknowledge that this Proposal shall be controlled by the laws of the State of Florida. In the event of a dispute, Sarasota County, Florida shall be the proper venue for any action brought hereunder. In the event that the Client breaches this Proposal, or if this contract is placed in the hands of an attorney for collection, then Morris Engineering and Consulting shall be entitled to recover from Client all reasonable attorney's fee and costs incurred by reason of Client's breach.
7. To the fullest extent permitted by law, and notwithstanding any other provision of this Proposal, the total liability, in the aggregate, of Morris Engineering and Consulting, LLC, its officers, directors, employees, agents, and consultants, and any of them, to Client and anyone claiming by, through, or under Client, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the services rendered by Morris Engineering and Consulting, LLC under this Proposal from any cause, including but not limited to the negligence, professional errors, or omissions, strict liability, breach of contract, or warranty (express or implied) of Morris Engineering and Consulting, LLC, its officers, directors, employees, agents or consultants or any of them, shall not exceed the compensation actually received by Morris Engineering and Consulting, LLC under this Proposal.
8. Morris Engineering and Consulting represents to the Client that Morris Engineering and Consulting's services shall be performed in accordance with those standards of care, skill and diligence and those practices and procedures which are at this time commonly followed by engineers in performing the same or similar services in the locale where Morris Engineering and Consulting's office is located.
9. Approval of any plans or permit applications is discretionary with the municipalities and regulatory agencies having jurisdiction over the project. Morris Engineering does not guaranty, certify or make any promise(s) with respect to the timing of any approval of plans, permit applications, certifications or other submittals or any requirements that may be imposed by the municipalities and regulatory agencies having jurisdiction over the project with respect to the plans, applications and other documents prepared by Morris Engineering.
10. The services to be provided by Morris Engineering and Consulting are being performed solely for the benefit of the Client, and no benefit is meant to be conferred upon any other person or entity, and no such other person or entity should rely upon Morris Engineering and Consulting's performance of those services to the Client. No claim against Morris Engineering and Consulting shall accrue to any contractor, subcontractor, consultant, architect, supplier, fabricator, manufacturer, lender, tenant, surety, purchaser, or any other third-party as a result of the performance or non-performance by Morris Engineering and Consulting of services.

11. Notices - All notices shall be addressed to the parties at the addresses stated on the first page of this Proposal and shall be considered as delivered when postmarked, if dispatched by certified or registered mail, or when received in all other cases.
12. The Client and Morris Engineering and Consulting agree to waive all claims against the other for any consequential damages that may arise out of or relate to this Proposal. The Client agrees to waive all consequential damages including but not limited to the Client's loss of use of the Property, delay damages, any rental expenses incurred, loss of service of employees, finance charges, or loss of reputation. Morris Engineering and Consulting agrees to waive damages including but not limited to, loss of profits not related to this Project, or loss of reputation.
13. Except as provided above, neither party shall assign or transfer any interest in this Proposal without the prior, express, and written consent of the other which may be withheld for any reason.
14. Nothing in this Proposal shall be construed as creating any personal liability on the part of any officer, agent or employee of Morris Engineering and Consulting, LLC, nor shall it be construed as giving any rights or benefits under this Proposal to anyone other than the parties to this Proposal.
15. The failure of either party to this Proposal to insist upon the performance of any of the terms and conditions of this Proposal, or the waiver of any breach of any of the terms and conditions of this Proposal, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue to remain in full force and effect as if no such forbearance or waiver had occurred.
16. If any action is filed in relation to this Proposal, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees and costs including those incurred upon appeal.
17. The invalidity of any portion of this Proposal shall not be deemed to affect the validity of any other provision. If any provision of this Proposal is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
18. This Proposal shall constitute the entire agreement between the parties and prior understanding or representation of any kind preceding the date of this Proposal shall not be binding upon either party except to the extent incorporated in this Proposal.
19. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if placed in writing and signed by an authorized representative of each party.

GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT

4C

CHANGE ORDER NO. 1Date of Issuance: **March 14, 2022**Effective Date: **March 14, 2022**

Project: Gracewater Phases I and II	District: Gracewater Sarasota Community Development District	District's Contract No.: n/a
Contract: Standard Form of Agreement		Date of Contract: August 20, 2021 , Assigned to District: September 16, 2021
Contractor: Ripa & Associates, LLC		Architect's/Engineer's Project No.: n/a

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Removing scope of work relating to certain roadways as identified in the attached Exhibit A.**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$12,388,000.00

Increase/Decrease from prior Change Orders:

Contract Price prior to this Change Order:

\$12,388,000.00**Increase/**Decrease of this Change Order:**-\$1,240,675.50**

Contract Price incorporating this Change Order:

\$11,147,324.50**CHANGE IN CONTRACT TIMES:**Original Contract
Times:

Working days

Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:

DISTRICT ENGINEER

By:



ACCEPTED:

**GRACEWATER SARASOTA COMMUNITY
DEVELOPMENT DISTRICT**

By:



ACCEPTED:

RIPA & ASSOCIATES, LLC

By:

Title: **District Engineer**Title: **District Officer**

Title:

Date: **3/15/22**Date: **3/15/22**

Date:

EXHIBIT A



To:	Gracewater Community Development, LLC	Contact:	Eldon Johnson
Address:	7016 Island Queen Ct. Sarasota, FL 34233	Phone:	941-315-3809
		Fax:	
Project Name:	Gracewater Subdivision	Bid Number:	20-220C
Project Location:	4501 N. Tuttle Ave, Sarasota, FL	Bid Date:	3/8/2022

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
ROADWAY IMPROVEMENTS (I)				
1 1/2" TYPE SP ASPHALT (ONE LIFT)	-26,500.00	SY	\$9.25	(\$245,125.00)
7" CRUSHED CONCRETE BASE	-26,500.00	SY	\$11.50	(\$304,750.00)
4" CONCRETE SIDEWALK	-22,725.00	SF	\$4.30	(\$97,717.50)
5' ADA HANDICAPPED RAMP	-12.00	EACH	\$1,100.00	(\$13,200.00)
TEMPORARY STRIPING	-1.00	LS	\$2,900.00	(\$2,900.00)
SIGNAGE & STRIPING	-1.00	LS	\$18,629.25	(\$18,629.25)
T-TYPE TURNAROUND	-2.00	EACH	\$2,750.00	(\$5,500.00)
Total Price for above ROADWAY IMPROVEMENTS (I) Items:				(\$687,821.75)

ROADWAY IMPROVEMENTS - (II)				
1 1/2" TYPE SP ASPHALT (ONE LIFT)	-24,500.00	SY	\$9.25	(\$226,625.00)
7" CRUSHED CONCRETE BASE	-24,500.00	SY	\$11.50	(\$281,750.00)
TEMPORARY STRIPING	-1.00	LS	\$1,700.00	(\$1,700.00)
SIGNAGE & STRIPING	-1.00	LS	\$6,228.75	(\$6,228.75)
4" CONCRETE SIDEWALK	-8,500.00	SF	\$4.30	(\$36,550.00)
Total Price for above ROADWAY IMPROVEMENTS - (II) Items:				(\$552,853.75)

Total Bid Price: (\$1,240,675.50)

PHASE I

ROADWAY IMPROVEMENTS (I) (\$687,821.75)

Total Price for above PHASE I Items: (\$687,821.75)

PHASE II

ROADWAY IMPROVEMENTS - (II) (\$552,853.75)

Total Price for above PHASE II Items: (\$552,853.75)

Notes:

- Original contract deduct for CDD Roads Contract

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature:  Date of Acceptance: 3/15/22	CONFIRMED: Ripa & Associates Authorized Signature: _____ Estimator: Chris Estep 813-376-8066 cestep@ripaconstruction.com
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GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT

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**GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2022**

**GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2022**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 43,503	\$ -	\$ -	\$ 43,503
Investments				
Reserve	-	933,318	-	933,318
Capitalized interest	-	604,530	-	604,530
Construction	-	-	11,855,743	11,855,743
Cost of issuance	-	21,475	-	21,475
Due from Landowner	4,557	-	-	4,557
Total assets	<u>\$ 48,060</u>	<u>\$1,559,323</u>	<u>\$11,855,743</u>	<u>\$13,463,126</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 40,767	\$ -	\$ -	\$ 40,767
Retainage payable	-	-	100,182	100,182
Accrued wages payable	1,200	-	-	1,200
Tax payable	92	-	-	92
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>48,059</u>	<u>-</u>	<u>100,182</u>	<u>148,241</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	4,557	-	-	4,557
Total deferred inflows of resources	<u>4,557</u>	<u>-</u>	<u>-</u>	<u>4,557</u>
Fund balances:				
Restricted for:				
Debt service	-	1,559,323	-	1,559,323
Capital projects	-	-	11,755,561	11,755,561
Unassigned	(4,556)	-	-	(4,556)
Total fund balances	<u>(4,556)</u>	<u>1,559,323</u>	<u>11,755,561</u>	<u>13,310,328</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 48,060</u>	<u>\$1,559,323</u>	<u>\$11,855,743</u>	<u>\$13,463,126</u>

**GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 38,775	\$ 49,468	\$ 89,990	55%
Total revenues	<u>38,775</u>	<u>49,468</u>	<u>89,990</u>	55%
EXPENDITURES				
Professional & administrative				
Supervisors	-	646	-	N/A
Management/accounting/recording	4,000	20,000	48,000	42%
Legal	449	1,183	20,000	6%
Engineering	-	1,635	1,200	136%
Audit	-	-	4,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	5,000	0%
Telephone	16	83	200	42%
Postage	-	20	500	4%
Printing & binding	42	208	500	42%
Legal advertising	-	-	1,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	26	125	500	25%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,533</u>	<u>29,075</u>	<u>89,990</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	34,242	20,393	-	
Fund balances - beginning	(38,798)	(24,949)	-	
Fund balances - ending	<u>\$ (4,556)</u>	<u>\$ (4,556)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND, SERIES 2021
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	Current Month	Year To Date
REVENUES		
Interest	\$ 7	\$ 31
Total revenues	<u>7</u>	<u>31</u>
EXPENDITURES		
Debt service		
Cost of issuance	-	175,068
Total debt service	<u>-</u>	<u>175,068</u>
Excess/(deficiency) of revenues over/(under) expenditures	7	(175,037)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	1,771,203
Original issue discount	-	298,757
Underwriter's discount	-	(335,600)
Total other financing sources	<u>-</u>	<u>1,734,360</u>
Net change in fund balances	7	1,559,323
Fund balances - beginning	<u>1,559,316</u>	<u>-</u>
Fund balances - ending	<u><u>\$ 1,559,323</u></u>	<u><u>\$ 1,559,323</u></u>

**GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND, SERIES 2021
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	Current Month	Year To Date
REVENUES		
Interest	\$ 63	\$ 260
Total revenues	<u>63</u>	<u>260</u>
EXPENDITURES		
Capital outlay	<u>263,486</u>	<u>3,133,708</u>
Total expenditures	<u>263,486</u>	<u>3,133,708</u>
Excess/(deficiency) of revenues over/(under) expenditures	(263,423)	(3,133,448)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	<u>-</u>	<u>15,008,797</u>
Total other financing sources/(uses)	<u>-</u>	<u>15,008,797</u>
Net change in fund balances	(263,423)	11,875,349
Fund balances - beginning	<u>12,018,984</u>	<u>(119,788)</u>
Fund balances - ending	<u><u>\$ 11,755,561</u></u>	<u><u>\$ 11,755,561</u></u>

GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT

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DRAFT

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

The Board of Supervisors of the Gracewater Sarasota Community Development District held a Regular Meeting on October 19, 2021, at 10:00 a.m., at the offices of Icard Merrill, 2033 Main Street, Suite 600, Sarasota, Florida 34237.

Present at the meeting were:

Eldon Johnson	Chair
Clifton Fischer (via telephone)	Vice Chair
Kristen Johnson	Assistant Secretary
Phil Dante	Assistant Secretary

Also present were:

Kristen Suit	Wrathell, Hunt and Associates, LLC
Jonathan Johnson	District Counsel
Cynthia Wilhelm	Bond Counsel
Terry Wolfram (via telephone)	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 10:05 a.m. Mr. Johnson, Mr. Dante and Ms. Johnson were present, in person. Mr. Fischer was attending via telephone. Ms. Dante was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2022-01, Setting Forth the Specific Terms of the District's Capital Improvement Revenue Bonds, Series 2021; Confirming District's Provision of Infrastructure Improvements and Adopting an Engineer's Report;

Confirming and Adopting a Supplemental Assessment Report; Confirming, Allocating and Authorizing the Collection of Special Assessments Securing Series 2021 Bonds; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Assessment Series 2021 Special Assessments; Providing for Conflicts, Severability and An Effective Date

Ms. Suit presented Resolution 2022-01 and read the title. She noted the following:

➤ The Engineer's Report dated April 12, 2021 states that the CDD is approximately 138.97 acres and the total probable costs are \$19,800,000.

➤ The Final Supplemental Special Assessment Methodology Report dated September 24, 2021 states that the total costs of the Capital Improvement Plan (CIP) are estimated at \$19,800,000, with the CDD issuing Series 2021 Bonds in the principal amount of \$16,780,000.

On MOTION by Mr. Johnson and seconded by Mr. Dante, with all in favor, Resolution 2022-01, Setting Forth the Specific Terms of the District's Capital Improvement Revenue Bonds, Series 2021; Confirming District's Provision of Infrastructure Improvements and Adopting an Engineer's Report; Confirming and Adopting a Supplemental Assessment Report; Confirming, Allocating and Authorizing the Collection of Special Assessments Securing Series 2021 Bonds; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Assessment Series 2021 Special Assessments; Providing for Conflicts, Severability and An Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2022-02, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Remainder of Fiscal Year 2021/2022 and Providing for an Effective Date

Ms. Suit presented Resolution 2022-02 and read the title.

The following change was made to the Fiscal Year 2022 Meeting Schedule:

TIME: Change "10:00 AM" to "12:00 PM"

On MOTION by Mr. Johnson and seconded by Ms. Johnson, with all in favor, Resolution 2022-02, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Remainder of Fiscal Year 2021/2022, as amended, and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Discussion/Consideration: Bond Financing Related Matters

This item was discussed during the Third Order of Business.

SIXTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of August 31, 2021

Ms. Suit presented the Unaudited Financial Statements as of August 31, 2021.

On MOTION by Ms. Johnson and seconded by Mr. Johnson, with all in favor, the Unaudited Financial Statements as of August 31, 2021, were accepted.

SEVENTH ORDER OF BUSINESS

Approval of Minutes July 21, 2021 Public Hearings and Regular Meeting Minutes

Ms. Suit presented the July 21, 2021 Public Hearings and Regular Meeting Minutes.

On MOTION by Ms. Johnson and seconded by Mr. Johnson, with all in favor, the July 21, 2021 Public Hearings and Regular Meeting Minutes, as presented, were approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *Hopping Green & Sams, P.A.*

District Counsel, Mr. Jonathan Johnson, stated that, effective November 15, 2021 his Special District Practice Group would be moving to a new law firm and the Hopping Green &

Sams firm would close down at that same time. He thanked the Chair for signing the transition letter acknowledging the transition to the new firm.

On MOTION by Mr. Johnson and seconded by Mr. Dante, with all in favor, engagement of Kutak Rock, LLP, for District Counsel Services, and the selection of Alternative #1, as presented in the HGS Joint Letter, were ratified.

B. District Engineer: *Morris Engineering & Consulting, LLC*

There was no report.

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

- **NEXT MEETING DATE: November __, 2021 at 10:00 A.M.**

- **QUORUM CHECK**

The meeting scheduled for November 17, 2021 was canceled. The next meeting would be held on December 15, 2021.

A Board Member asked if meetings could be held virtually. District Counsel stated that three Board Members must be present, in person, to establish a quorum.

Discussion ensued regarding the possibility of holding virtual meetings with a physical quorum at the meeting location in Sarasota County. Ms. Suit stated that Staff could attend virtually.

NINTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

TENTH ORDER OF BUSINESS

Public Comments

There were no public comments.

ELEVENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

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**On MOTION by Ms. Johnson and seconded by Mr. Johnson, with all in favor,
the meeting adjourned at 10:18 a.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT

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GRACEWATER SARASOTA COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE		
LOCATION		
<i>offices of Icard Merrill, 2033 Main Street, Suite 600, Sarasota, Florida 34237</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 19, 2021	Regular Meeting	10:00 AM
October 20, 2021 <i>rescheduled to October 19, 2021</i>	Regular Meeting	10:00 AM
November 17, 2021 CANCELED	Regular Meeting	12:00 PM
December 15, 2021 CANCELED	Regular Meeting	12:00 PM
January 19, 2022 CANCELED	Regular Meeting	12:00 PM
February 16, 2022 CANCELED	Regular Meeting	12:00 PM
March 16, 2022 CANCELED	Regular Meeting	12:00 PM
April 20, 2022	Regular Meeting <i>(presentation of FY2023 proposed budget)</i>	12:00 PM
May 18, 2022	Regular Meeting	12:00 PM
June 15, 2022	Regular Meeting	12:00 PM
July 20, 2022	Regular Meeting	12:00 PM
August 17, 2022	Public Hearing and Regular Meeting <i>(adoption of FY2023 budget)</i>	12:00 PM
September 21, 2022	Regular Meeting	12:00 PM