



*District 5 - Chuck Wildzunus, Supervisor  
District 6 - Peter Moeller, Chairman  
District 7 - Ron Ruggeri, Vice Chairman  
District 8 - Dennis Hayes, Supervisor  
District 9 - Steve Brown, Supervisor  
District 10 - Don Wiley, Supervisor*

***Project Wide Advisory Committee  
Monthly Board Meetings held at:***  
*District Office Board Room  
984 Old Mill Run  
The Villages, Florida 32162*

## **AGENDA**

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February 6, 2017  
9:00 AM

**Notice to Public: Audience Comments on all issues will be received by the Board.**

*The District Board welcomes participation during public meetings; however, in order to conduct business in an orderly fashion the Board of Supervisors requests you limit your comments to three (3) Minutes. If you have a general comment that is not included as an item on the agenda please come before the Board during the Audience Comments portion of the meeting. If your comment pertains to a specific on the agenda, the Chairman or Vice-Chairman will request public comments when the item is addressed. Thank you for attending the meeting and for your interest in your local government.*

1. Call to Order
  - A. Roll Call
  - B. Pledge of Allegiance
  - C. Observation of Moment of Silence
  - D. Welcome Meeting Attendees
  - E. Audience Comments

**NEW BUSINESS:**

2. Approval of the Minutes  
Approval of the Minutes from the Meeting held on November 6, 2016.

**OLD BUSINESS:**

3. Status Update: Morse Boulevard Embankment Revetment Project  
Staff update to be provided.
4. Status Update: Lake Miona Water Conservation Easement  
Status update to be provided.

**INFORMATIONAL ITEMS ONLY:**

5. Fiscal Year 2017/2018 Budget Process

## Fiscal Year 2017/2018 Budget Process

6. Piggyback on Bid (ITB) #14B-037 - Preserve and Wetland Mowing  
Preserve and Wetland Mowing in Project Wide areas – Request to Piggyback Village Community Development District #1 (VCDD1) Invitation to Bid (ITB) #14B-037
7. Asphalt Rejuvenation Project, Piggyback City of Margate Invitation to Bid
8. Addition of District 6 Basins to Landscape and Irrigation Maintenance RFP #13P-004

## REPORTS AND INPUT:

9. Staff Reports
10. District Counsel Reports
11. Supervisor Comments
12. Adjourn

## HOSPITALITY \* STEWARDSHIP \* CREATIVITY \* HARD WORK

### NOTICE

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. Audio recordings of Board meetings, workshops or public hearings are available for purchase per Florida Statute 119.07 through the District Clerk for \$1.00 per CD requested. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (352) 751-6700 at least five calendar days prior to the meeting.



## AGENDA REQUEST

**TO:** Project Wide Advisory Committee  
**FROM:** Jennifer McQueary, District Clerk  
**DATE:** 2/6/2017  
**SUBJECT:** **Approval of the Minutes**

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**ISSUE:** Approval of the Minutes from the Meeting held on November 6, 2016.

**ANALYSIS/INFORMATION:** Staff requests approval of the Minutes for the Project Wide Advisory Committee Meeting held on November 6, 2016.

**STAFF RECOMMENDATION:** Staff recommends approval of the Minutes for the Project Wide Advisory Committee Meeting held on November 6, 2016.

**MOTION:** Motion to approve the Minutes for the Project Wide Advisory Committee Meeting held on November 6, 2016.

**ATTACHMENTS:**

Description	Type
11-7-16 Minutes	Cover Memo

**MINUTES OF MEETING  
PROJECT WIDE ADVISORY COMMITTEE**

The Meeting of the Project Wide Advisory Committee was held on Monday, November 7, 2016 at 9:00 a.m. in the Large Conference Room of the District Office, 984 Old Mill Run, The Villages Florida, 32162.

Committee Members present and constituting a quorum:

Peter Moeller	Chairman (District 6)
Ron Ruggeri	Vice Chairman (District 7)
Chuck Wildzunas	Committee Member (District 5)
Dennis Hayes	Committee Member, (District 8)
Dave Green	Committee Member (District 9), Alternate
Don Wiley	Committee Member (District 10)

Staff Present:

Janet Tutt	District Manager
Sam Wartinbee	District Property Management Director
Barbara Kays	Budget Director
Jennifer McQueary	District Clerk
Brittany Wilson	Assistant to District Manager

**FIRST ORDER OF BUSINESS:                      Call to Order**

A.      Roll Call

Chairman Moeller called the meeting of the Project Wide Advisory Committee (PWAC) to order at 9:01 a.m. and stated for the record that five (5) representatives were in attendance. Chuck Wildzunas arrived at 9:30 a.m.

B.      Pledge of Allegiance

The Chairman led the Pledge of Allegiance.

C.      Audience Comments

There were no audience comments.

**SECOND ORDER OF BUSINESS:           Approval of the Minutes**

<b>On MOTION by Dennis Hayes, seconded by Don Wiley, with all in favor, the Committee approved the Minutes from the Meeting held on October 3, 2016.</b>
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**THIRD ORDER OF BUSINESS:           Jeff Pardue of Breedlove, Dennis & Associates to provide overview of change to the SWFWMD permit and maintenance to be completed in Wetland 10**

Jeff Pardue of Breedlove, Dennis & Associates (BDA) advised that residents brought forward concerns about the ability to address weeds in several of the wetlands located in the District 9 and 10, which the permit as written did not allow, but the District has now received approval from Southwest Florida Water Management District (SWFWMD) to permanently modify the permit and allows the ability for the District to spray nuisance exotic plants in these wetlands. Mr. Pardue stated BDA has prepared a proposal for the District to complete the necessary maintenance in Wetland 10.

At the request of Chairman Moeller, Mr. Pardue provided an overview of the location of the wetlands included within the permit within Districts 9 and 10.

Supervisor Hayes inquired how often the maintenance would need to occur and the costs. Mr. Pardue stated the maintenance will occur as requested and the estimated cost to complete the maintenance for Wetland 10 is \$1,750 for a one time application.

Chairman Moeller requested public comment at this time.

Sal Torname, District 8, inquired if drainage is received in this wetland. Mr. Pardue stated Wetland 10 is part of the stormwater system, all of which are manufactured or manmade. Mr. Torname inquired if the drainage is treated before it enters the wetlands Mr. Pardue stated the drainage water is treated prior to it entering the wetlands.

A resident from District 6 advised that she lives on a wetland that was well maintained when they first purchased their home but the plant materials and trees have since grown and requested confirmation that the permit modification would not address the wetland behind her home. Mr. Pardue

confirmed that the permit modification did not include District 6 wetland areas and clarified that the permit modification only allows addressing nuisance exotic plants, not native plants. Janet Tutt, District Manager, stated that Mr. Pardue, as the District's Environmental Consultant, addresses what can and cannot be completed as part of the SWFWMD permits and District Staff addresses operational activities.

Chairman Moeller requested that Staff communicate with the residents and complete a review of the allowable maintenance in the wetland addressed by the resident.

Supervisor Hayes inquired if the District has a schedule for when the maintenance will be completed in Wetland 10. Sam Wartinbee, District Property Management (DPM) Director, stated that once the District provides the approval to the Contractor, Staff would anticipate the work being completed in a three (3) week time period.

Vice Chairman Ruggeri requested that the next time this type of issue is brought forward that a map with the location of the wetland/preserve be provided. Ms. Tutt stated Staff will ensure a map is provided with any future request.

**FOURTH ORDER OF BUSINESS:      Request to complete additional maintenance at Lake Miona Conservation Easement Area**

Ms. Tutt stated this item was placed on the agenda following communication received from Scott Glass, an attorney representing residents who reside near in the area of the Lake Miona Conservation Easement.

Mr. Glass, Shutts & Bowen, thanked the Committee for including this item on the agenda and advised the residents are requesting maintenance completed in the Lake Miona Conservation Easement as provided for in the proposed Management Plan submitted, which SWFWMD has indicated would be approved. Mr. Glass introduced Larry White, a resident, who contacted the firm to request assistance.

Mr. White, 1694 Black Lake Drive, advised that he resides in Bridgeport of Lake Miona and in 2002 the Developer entered into a Conservation Easement with SWFWMD pertaining to the land owned around Lake Miona and in 2004 the land was transferred to Village Community Development District (VCDD) No. 5, along with the Conservation Easement. In 2004 residents began purchasing property for their residences which had a great view; however, by 2009 the woody vegetation had grown and

blocked the view. Mr. White stated the residents addressed their concerns with the Developer who requested that Mr. Pardue attempt to address the removal of exotic nuisance plant material with SWFWMD. SWFWMD agreed that based on the Conservation Easement, VCDD No. 5 has the right and obligation to remove the nuisance vegetation and in 2010 the removal was achieved. By 2013 the vegetation had regrown, and the residents came to the Project Wide Advisory Committee (PWAC) for assistance and a sub-committee was established, the language of the Conservation Easement was clarified and the District and Mr. Pardue began working with SWFWMD to identify a permanent plan. During the review with SWFWMD it was identified that 10-15 oak trees had been illegally cut down and no further action occurred. Mr. White stated the residents within Bridgeport of Lake Miona worked to identify who had cut the oak trees cut down and the District was reimbursed for the cost to replant the trees. The residents have now hired Mr. Glass to work with SWFWMD to identify if a management plan could be agreed to.

Mr. Glass stated that in working with John Miklos of Bio-Tech Consulting, Inc. tentative approval has been received by SWFWMD for a management plan which provides for a three (3) phase plan to put the maintenance of the easement back to the conditions of 2004. Mr. Glass stated the request before this Committee is to recommend approval to send a letter to SWFWMD requesting that authorization be granted for the management plan. It is the belief that this Committee's approval of this maintenance would not set a precedent because it is unique to this specific Conservation Easement.

Vice Chairman Ruggeri requested clarification of the language in the Conservation Easement and Mr. Glass stated that the ambiguity of the language was clarified which states "Grantors agree to continue to maintain the lake Miona/Black Lake Property at the current level of maintenance existing as of the date of the execution of this Conservation Easement" which would include continued maintenance and the removal of any native or exotic material.

Mr. Miklos stated that the language of the Conservation Easement is contradictory but the special conditions of the Conservation Easement intended to continue the maintenance at the 2004 level.

Supervisor Wiley advised he reviewed the letter submitted which states "the existing natural condition" and stated a natural condition would imply that an area is as nature intended it to be, which would then suggest the area should be left alone to allow Mother Nature to complete natural maintenance; and the language "in its current level of maintenance" would imply a defined maintenance

period versus addressing maintenance when landscape material gets to a specific height. Supervisor Wiley stated it appears the position of the residents is that maintenance needs to be completed to maintain the easement to a specific level, which would not be keeping the easement in its natural condition. Mr. Miklos stated if the intent was to preserve an area without maintenance the statement made would be correct, but the clause(s) refer to ongoing management of the existing conditions.

Mr. White stated that when the residents purchased their home they were assured the maintenance of the property would continue because of the language included in the Conservation Easement.

Additional resident comments were received requesting that the Committee agree to work with SWFWMD to receive approval so that maintenance can be completed, as is provided for in the Conservation Easement.

Supervisor Hayes requested clarification that the request for maintenance is along one portion of the Lake Miona shoreline. Mr. Glass advised the request for maintenance is only along one portion of shoreline. Supervisor Hayes stated he is unsure of what the long-term exposure the Committee would inherit because it chose to proceed with the modification to the permit. Mr. Pardue stated the management plan would provide the District the authority to proceed with the maintenance, although SWFWMD has not stated the District is obligated to proceed. Mr. Miklos stated once the management plan is followed, and the maintenance is at the level from 2004 annual mowing is anticipated.

Chairman Moeller stated the information submitted indicates that SWFWMD has stated that the area can be maintained. Mr. Miklos stated that SWFWMD has elected not to take a position whether or not the District is obligated to complete maintenance in the conservation easement. SWFWMD has stated that they are willing to approve the management plan.

Supervisor Hayes requested confirmation that the District is not required to maintain the easement but if the District decides to proceed, the maintenance would be allowed. Mr. Miklos confirmed Supervisor Hayes' statement and stated at this time SWFWMD has not stated whether they would require the maintenance as a permit condition.

Vice Chairman Ruggeri stated he believes if the maintenance was required SWFWMD would have advised the District that it was not adhering to the Conservation Easement. Mr. Miklos stated that



there are numerous conservations easements where maintenance is not occurring as provided for in the permit.

Supervisor Green inquired if the permit for the Conservation Easement would be modified, as what occurred for Wetland 10. Mr. Miklos stated the request to him was to compose a plan to implement the maintenance condition of the Conservation Easement, without causing any ecological impact on the wetland area.

Chairman Moeller requested input from District Staff and Mr. Pardue at this time.

Ms. Tutt stated how this Committee chooses to proceed is a policy decision and would defer to Lewis Stone, SLCDD District Counsel and Mr. Pardue.

Mr. Stone stated that he has not spoken with Mr. Glass or SWFWMD about the request before the Committee but has reviewed the documents presented and advised that in reviewing the easements there are several paragraphs that are pertinent. Within the easement the District is prohibited from removing or destroying trees, shrubs or other vegetation and when it pertains to the maintenance, the easement provides that the Grantor is required to maintain the easement, as they are maintaining it at the time the Conservation Easement was created. Mr. Stone stated he is unsure what maintenance was being completed at that time, but the limitation on the Grantor's obligation to maintain is no more onerous than it was at the time the Conservation Easement was created. If the Committee was going to increase its level of maintenance, Mr. Stone stated that the District would need to be very careful as to what the ongoing obligations would be, not only the expense, but what SWFWMD could later include as requirements of the permit. At this time the District has very limited maintenance requirements, which is the type of maintenance that was included at the time, but no information has been presented to show that the level of maintenance that is being requested.

Mr. Miklos stated the management plan includes the necessary maintenance to get the easement back to the appearance that it was and then the ongoing maintenance would depend on what would be required to maintain it at that level.

Mr. Stone stated that his concern remains that if this Committee chose to complete the maintenance requested, what would be the upgraded requirements for maintenance going forward which would be in addition to, or more expensive than, what is being completed at this time.

Mr. Pardue stated that the Conservation Easement is broader than Bridgeport at Lake Miona; the easement extends all around Lake Miona so if there is an obligation or an appearance of willingness to complete the requested level of maintenance in this location it could also result is the same obligation around the lake wherever the Conservation Easement exists.

Additional audience comments were received requesting the maintenance be completed because of the perceived obligation that is provided for within the Conservation Easement and additional discussion pertaining to the maintenance occurred.

Ms. Tutt stated that a request forwarded to SWFWMD to accomplish maintenance along the conservation easement, at this time, would not be the same as what Mr. Pardue previously sent on the District's behalf; it would include additional maintenance.

Chairman Moeller stated that prior to forwarding a request to SWFWMD a plan should be developed so that the Committee is aware of what maintenance is being proposed, whether the maintenance is an obligation as defined by the conservation easement, the long-term possible implications of the actions the Committee is being asked to take and if the request for the modification to the permit could be approved by SWFWMD. Mr. Stone stated that the District needs to review the requirements of the permit to know this request would require.

Mr. Pardue stated that the objective of the plan the District submitted previously and the plan that it being presented to the Committee today is similar. The plan proposed utilizes different methodology and provides commitments for specific heights of vegetation to be maintained and includes some monitoring requirements which were not included in the District's previous request.

Ms. Tutt stated if the Committee wants to move forward, she would recommend that District Staff and Mr. Pardue meet with Mr. Miklos, review the management plan suggested and hold a discussion. If after that discussion there are any points of contention, those specific issues can be brought back to this Committee so that a policy decision can be made. The Committee requested that Staff proceed.

Supervisor Hayes stated that he would want the Committee to understand, from a legal perspective, if the Committee chooses to proceed could the Project Wide Fund then incur the necessity to accomplish the same level of maintenance in other conservation easements.

The Committee recessed from 9:50 a.m. until 10:01 a.m.

**FIFTH ORDER OF BUSINESS:                      Staff Reports**

A.        Information and Discussion re: Sumter Landing Amenities

Ms. Tutt reviewed a Power Point Presentation which provided an overview of the formation of the PWAC, the Resolution which established the PWAC and the purpose and duties of the PWAC. Ms. Tutt advised that to further resident involvement, The Villages of Lake-Sumter, Inc., the seller of the amenities, and the Sumter Landing Community Development District (SLCDD), the purchaser, provided within the Purchase and Sale Agreement that the PWAC would be utilized as an advisory committee to provide the resident input. Ms. Tutt stated at this point, the bonds for the purchase have been priced and closing is scheduled for November 15, 2016. Following the closing Staff will begin to establish budgets and complete the implementation which is anticipated to take until the January or February meeting. During the transition time, Staff will be working diligently to incorporate contracts, hire personnel, transition contracts, etc. and there will be no immediate need for an advisory committee to begin meeting until Staff has an opportunity to complete the transition.

Ms. Tutt stated there are some misunderstandings about the utilization of the PWAC as an advisory committee for the amenities south of CR 466 and at this time the details for how the PWAC will function as it pertains to the amenities have not yet been identified. It would be Staff's recommendation that each Board be provided with a status update at their November meeting, receive input at their December or January meetings, and have Staff present a Resolution to the SLCDD Board at their January or February meeting.

Supervisor Wiley stated that he has been vocal pertaining to the tight timeframe to accomplish the purchase and commended Staff on their efforts to complete the process. Supervisor Wiley stated he believes the purchase of the amenities by the SLCDD is a benefit to the residents of the District.

Supervisor Green concurred with Supervisor Wiley's comments pertaining to Staff's efforts and the benefits the purchase by the District will have for the residents.

Supervisor Hayes stated that PWAC has been successful and believes expanding the responsibilities to incorporate the amenities can be achieved. Supervisor Hayes requested that the PowerPoint presentation be included on the District Board agendas so that there is a speaking point for the PWAC members to address.

Supervisor Wildzunas stated he believes PWAC providing the advisory function for the amenities will be a benefit for the residents.

Vice Chairman Ruggeri inquired if the District will be completing an inspection of the facilities prior to the finalization of the purchase. Ms. Tutt stated that District Staff has completed an inspection of the facilities and a list of any maintenance or capital related items were incorporated into the purchase price for the seller. Overall, there were very minimal issues found and the purchase will inure a substantial benefit to the residents.

Chairman Moeller stated the PWAC functions for project wide issues because each District participates in the project wide cost allocation , but the District Boards do not receive amenity revenues and inquired if the individual District Boards would be utilized to gain input on items from the Supervisors. Ms. Tutt stated there are some numbered District Boards north of CR 466 that choose to expend a substantial amount of time on amenity-related issues; however, District Counsel continues to caution those Boards that the expenditures relating to Staff and Counsel should relate to numbered District items only. The numbered Districts are provided with an After Agenda which provides an overview of what has been addressed by the Amenity Authority Committee (AAC).

Chairman Moeller requested public comment at this time.

Jerry Ferlisi, District 5 Supervisor, stated in 2007 there was an insert in the Daily Sun which provided Gary Morse's vision for how the amenities north and south of CR 466 would be treated the same, which will not occur, mainly because north of CR 466 there is an authority committee overseeing the amenities; whereas south of CR 466 the committee will be advisory. Mr. Ferlisi stated he believes an authority committee could be established south of CR 466 so that all of the amenities are addressed the same.

Chairman Moeller stated that the issue Mr. Ferlisi has brought before the Committee is not an issue for the PWAC to consider, as the utilization of the PWAC as the advisory committee for the amenities is between the seller and purchaser of the amenity services.

Mr. Ferlisi stated the numbered District Boards can request that an AAC be established south of CR 466 and there is a belief that Florida Statute Chapter 163 provides a mechanism for an AAC to be established through Interlocal Agreements and requested that a legal opinion be obtained.

Chairman Moeller clarified that the numbered District Boards have no purview over amenity related items.

Ms. Tutt advised that she has substantial knowledge pertaining to F.S. 163 and other Florida State Statutes, and stated that an AAC cannot be established through F.S. 163, as it exists north of CR 466. Unfortunately, erroneous information was written in a recent publication, which provided no correct legal basis for their opinion. F.S. 163 does not allow a governmental entity to abdicate its authority, ability or responsibilities to another District. Ms. Tutt stated that it was not the Interlocal Agreements that established the conditions pertaining to the authorities of the AAC, as those authorities were based on a Florida State Court Order.

Deb Butterfield, Nash Loop, inquired if the PWAC has the ability to not accept the advisory function for the amenities. Ms. Tutt stated the language provides an invitation to the numbered District Boards to participate, and a District can choose not to participate. Ms. Butterfield stated that this Committee could then make a recommendation to the SLCDD that the amenities be kept separate from the project wide functions. Ms. Tutt clarified that the PWAC is the entity that the seller and purchaser have agreed to provide the advisory function for the amenities.

A resident requested that communication be provided to the significance between advisory or authority committee and clarification that the SLCDD owns the amenity services, not the residents.

Vice Chairman Ruggeri stated that the SLCDD has indicated that it will adhere to the recommendations made by the PWAC on amenity related items, as it has on Project Wide Fund related items, which is the same as how the AAC functions north of CR 466. Ms. Tutt stated if an issue came before the Village Center Community Development District (VCCDD), the governmental entity north of CR 466, which would have a fiduciary impact, reduction of reserves, etc. which would then effect the bond coverage it would be incumbent on the VCCDD to not proceed with a recommendation made by the AAC, which has not yet occurred. This would be identical to how the SLCDD Board would address recommendations of the PWAC.

**B. Morse Boulevard Embankment Update**

Ms. Tutt advised that Kimley-Horn & Associates, Inc. (KHA) is moving forward with preparing the specifications for the bid for the rock revetment project for the Morse Boulevard island embankment.

Staff anticipates that the bid specifications will be presented to the Committee in approximately two (2) months.

Vice Chairman Ruggeri inquired about the construction of the substructure of the embankment. Sam Wartinbee, District Property Management (DPM) Director, advised that the substructure was constructed in the same manner a structure would be constructed that is adjacent to a water body.

Supervisor Hayes stated when the stability analysis relative to the slope was completed, the Engineers found that the slope is currently beyond the minimum requirements provided for by Florida Department of Transportation (FDOT).

Phillip Wenzel, Walden Way, inquired if any forensic information had been compiled as to the design, drawings and quality and control reports for the originally constructed island. Ms. Tutt stated a forensic investigation was not conducted because the results of the Geo-Technical Engineer identified that the construction of the embankment exceeded FDOT standards. Mr. Wenzel stated KHA's summary and conclusion provides that the "erosion experience on Morse Island is not due to a global failure of the soil and the slope and construction of the island embankment exceeds the FDOT level of safety for permanent embankment" and inquired why details pertaining to the construction of the island were not included and requested clarification of Sumter County's acceptance of Morse Boulevard, which was provided by Mr. Wartinbee. Mr. Wenzel encouraged the Committee to consider having a forensic investigation of the embankment completed.

Chairman Moeller requested that the topic of the forensic investigation be included on the December 5, 2016 agenda. Ms. Tutt clarified that there is no failure of the embankment and the rock revetment is not a requirement to move forward, the embankment is eroding, if there was a failure than that would initiate a forensic investigation. This Committee made a policy decision to proceed with the rock revetment which was one of the recommendations made by KHA.

Vice Chairman Ruggeri stated that if a forensic investigation was completed it could identify the responsibility for the embankment erosion.

Mr. Wetzal concurred with the comments made by Ms. Tutt but stated a review of the soil composition and construction of the embankment should be investigated.

**SIXTH ORDER OF BUSINESS:                      Committee Member Comments**

Supervisor Wiley stated he received comments during Government Day about an increased issue with vehicles turning onto multi-modal paths and inquired if that issue could be addressed. Mr. Wartinbee stated he received similar comments and Staff will be installing the flexible bollards at the entrance of the multi-modal paths at Hillsborough and Pinellas Gates.

Vice Chairman Ruggeri stated that he received a concern that the shrubs near the Colony tunnel are too high and obstruct the line of sight. Mr. Wartinbee stated Staff will review the location.

Supervisor Wiley requested a status update on the ribbon curbing installation that is occurring in District 10. Mr. Wartinbee stated that issue does not fall under Project Wide but advised that the contractor was given deadlines to complete the work in District 10 and if the deadlines were not met, the District will withhold any payment to the contractor. Ms. Tutt stated the contractor's inability to complete the projects appropriately will affect future projects in the District.

Supervisor Hayes stated that Steve Printz was recently elected to the Sumter County Board of County Commissioners (SCBOCC) and wanted to acknowledge the valuable input he provided to this Committee.

**SEVENTH ORDER OF BUSINESS:                      Adjourn**

The meeting was adjourned at 10:56 a.m.

<b>On MOTION by Chuck Wildzunas, seconded by Dennis Hayes, with all in favor, the Committee adjourned the meeting.</b>
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Janet Y. Tutt  
Secretary

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Peter A. Moeller  
Chairman



## **AGENDA REQUEST**

**TO:** Project Wide Advisory Committee

**FROM:** District Staff

**DATE:** 2/6/2017

**SUBJECT:** **Status Update: Morse Boulevard Embankment Revetment Project**

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**ISSUE:** Staff update to be provided.

**ANALYSIS/INFORMATION:**

**STAFF RECOMMENDATION:**

**MOTION:**





## **AGENDA REQUEST**

**TO:** Project Wide Advisory Committee

**FROM:** District Staff

**DATE:** 2/6/2017

**SUBJECT:** **Status Update: Lake Miona Water Conservation Easement**

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**ISSUE:** Status update to be provided.

**ANALYSIS/INFORMATION:** A meeting among the parties will be held prior to the February 6, 2017 meeting and a status update will be provided at the meeting.

**STAFF RECOMMENDATION:**

**MOTION:**



## **AGENDA REQUEST**

**TO:** Project Wide Advisory Committee  
**FROM:** Barbara E. Kays, Budget Director  
**DATE:** 2/6/2017  
**SUBJECT:** **Fiscal Year 2017/2018 Budget Process**

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### **ISSUE:**

Fiscal Year 2017/2018 Budget Process

### **ANALYSIS/INFORMATION:**

It is that time again .... time to begin the Fiscal Year 2017-18 Budget process! Below is the Fiscal Year 2017-18 Budget process timeline for the Project Wide Advisory Committee (PWAC):

**April 3, 2017 regular meeting, 9:00 at the District Large Conference Room**

Preliminary Budget Discussion including review of working capital/reserve balances, and other general items.

**May 1, 2017 regular meeting, 9:00 at the District Large Conference Room**

Review the recommended Project Wide (PW) budget by line item & the cost allocation.

**June 5, 2017 regular meeting, 9:00 at the District Large Conference Room**

Budget Update/Final Review of PW Proposed Budget/ Provide a recommendation to Sumter Landing Community Development District (SLCDD) for approval of the PW Proposed Budget.

**\*SLCDD will approve the Proposed Budget at its June 1st board meeting.**

**August 7, 2017 regular meeting, 9:00 at the District Large Conference Room**

Review the PW Draft Final Budget. Final adjustments and cost allocations will not be completed by this meeting.

**NOTE:** PWAC can approve recommending adoption of the PW Final Budget to SLCDD at the August 7<sup>th</sup> meeting or schedule a meeting at the end of August to review final adjustments and recommend adoption. (PWAC will not be meeting the first Monday in September since that is Labor Day.)

**August 28, 2017:** Proposed date to schedule meeting if necessary.

**\*SLCDD will adopt the Final Budget at its September 14<sup>th</sup> board meeting.**

Please feel free to contact me if you have any questions.

**STAFF RECOMMENDATION:**

**MOTION:**



## **AGENDA REQUEST**

**TO:** Project Wide Advisory Committee

**FROM:** Diane Tucker, Administrative Operations Manager

**DATE:** 2/6/2017

**SUBJECT:** **Piggyback on Bid (ITB) #14B-037 - Preserve and Wetland Mowing**

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**ISSUE:** Preserve and Wetland Mowing in Project Wide areas – Request to Piggyback Village Community Development District #1 (VCDD1) Invitation to Bid (ITB) #14B-037

**ANALYSIS/INFORMATION:**

On February 10, 2014, Village Community Development District #1 (VCDD1) issued Invitation to Bid (ITB) #14B-037 for Preserve and Wetland Mowing services. In March 2014, VCDD1 Board of Supervisors approved the award of ITB #14B-037 to Billy Ray Daves d/b/a Daves' Fencing and Painting for the mowing of VCDD1 preserve and wetland areas.

On January 19, 2017 Sumter Landing Community Development District (SLCDD) approved the piggyback for pricing, terms and conditions as established under ITB #14B-037 for preserve and wetland mowing services for Sumter Landing Community Development District (SLCDD) Project Wide areas.

Funds in the amount of \$54,924.00 are available in the Project Wide Fund for fiscal year 2016-2017.

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

Description	Type
□ SLCDD Approved Contract	Cover Memo

**PIGGYBACK AGREEMENT FOR SERVICES BETWEEN  
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND  
BILLY RAY DAVES DBA DAVES' FENCING AND PAINTING  
VCDD#1 ITB #14B-037**

**THIS PIGGYBACK AGREEMENT** is made this 19th day of January, 2017, by and between **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "District"), whose address is 984 Old Mill Run, The Villages, Florida 32162, and **BILLY RAY DAVES DBA DAVES' FENCING AND PAINTING** (hereafter referred to as "Contractor"), whose address is 9622 CR 205, Wildwood, FL 34785.

**RECITALS**

WHEREAS, the District wishes to enter into contract with a qualified contractor to perform Preserve and Wetland Mowing Services for Sumter Landing Community Development District; and

WHEREAS, Contractor provides preserve and wetland mowing services as requested by the District, and wishes to enter into a contract whereby the Contractor provides such services for the District in consideration of payment to the Contractor;

WHEREAS, Contractor was awarded Invitation to Bid ( ITB) #14B-037 by the Village Community Development District #1 and the Sumter Landing Community Development District now desires to piggyback the unit pricing, terms and conditions of the ITB in order to enter into an Agreement for preserve and wetland mowing services with the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

**1. SERVICES BY CONTRACTOR**

- 1.1 Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by District, hereby covenants and agrees to provide all services requested and perform all services including labor, equipment and materials as required per the terms and conditions outlined in ITB #14B-037 of which Contractor has in his possession and the pricing, terms and conditions are incorporated into this paragraph.
- 1.2 All services requested shall meet or exceed specifications.
- 1.3 The Contractor warrants that the services provided are fit, and otherwise conforming for the purpose(s) intended by the District.
- 1.4 Contractor shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.

**2. PAYMENT**

In consideration of the services provided by the Contractor pursuant to this Agreement, District agrees to pay Contractor utilizing the unit prices submitted by Contractor as provided for in Exhibit "A" to this Agreement.

### 3. TERM

3.1 The term of this Agreement shall be January 20, 2017 through September 30, 2018, with the option to renew for two (2) additional one (1) year periods.

### 4. SELF HELP BY DISTRICT

4.1 Within three (3) calendar days (72 hours) after being notified by District in writing of defective or unacceptable work, if the Contractor fails to correct such work, District may cause the unacceptable or defective work to be corrected. If the District corrects the work, the District shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor immediately begins corrective work, and District reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, District agrees to allow Contractor to complete correction of the defective or unacceptable work.

4.2 The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive District's right to declare the Contractor in default in accordance with applicable provisions of the Agreement.

### 5. TERMINATION BY THE DISTRICT

5.1 The performance of work under this Contract may be terminated by District in accordance with this clause in whole or from time to time in part, whenever District determines that Contractor is in default of the terms of this Agreement. Any such termination shall be effected by delivery to Contractor a Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date the termination becomes effective.

5.2 After receipt of a Notice of Termination, and except as otherwise directed, Contractor shall:

- 5.2.1 Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
- 5.2.2 Place no further requests for services except as may be necessary for completion of such portions of work under this Contract.
- 5.2.3 Terminate all requests to the extent that they relate to the performance of work terminated by the Notice of Termination.
- 5.2.4 Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, and request the approval or ratification by the District to the extent Contractor may require, which approval or ratification shall be final for all purposes of this clause.
- 5.2.5 Continue to perform under the terms of the Contract as to that portion of the work not terminated by the Notice of Termination.

5.3 After receipt of a Notice of Termination, Contractor shall submit to District Contractor's

termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by District. No claim will be allowed for any expense incurred by Contractor to after the receipt of the Notice of Termination and Contractor shall be deemed to waive any right to any further compensation.

- 5.4 Contractor and District may agree upon the whole or any part of the amount or amounts to be paid to Contractor by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the expenditures necessary to complete the job covered by this Contract.
- 5.5 District may, for any reason, terminate performance under this Agreement by the Contractor for convenience upon thirty (30) days written notice. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate this Agreement pursuant to this paragraph.

## **6. OTHER MATTERS**

- 6.1 The obligations of the Contractor under this Agreement may not be delegated without the prior written consent of the District. The District may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- 6.2 In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expense, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.
- 6.3 The venue for the enforcement, construction or interpretation of this Agreement, shall be the County or Circuit Court for Sumter County, Florida, and Contractor does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the Agreement, or its duties, obligations, or responsibilities or rights hereunder.
- 6.4 Contractor does hereby specifically promise and agree to "hold harmless", defend and indemnify the District and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.
- 6.5 Contractor shall not be construed to be the agent, servant or employee of the District or of any elected or appointed official thereof, for any purpose whatsoever, and further Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the District.
- 6.6 These Contract Documents constitute the entire understanding and Contract between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Contract. The Contractor recognizes that any representations, statements, or negotiations made by District staff do not suffice to legally bind the District in a contractual relationship unless they have been reduced to writing and signed by an authorized District representative. This Contract shall inure

to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.

6.7 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

6.8 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that it will commence services based on the issuance of a Purchase Order issued if issued. All requests for services placed under the provisions of this Contract shall be processed according to specifications, subject only to delays caused through no fault of the Contractor.

## **7. CONTRACTOR'S REPRESENTATIONS**

7.1 Contractor makes the following representations:

7.2 Contractor has familiarized himself with the nature and extent of the Contract documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.

7.3 Contractor has investigated and is fully informed of work conditions, obstructions to be encountered, the character, quality and quantities of services to be performed, materials to be furnished, and requirements of the specifications and other Contract Documents.

7.4 Contractor has given the District written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.

7.5 Contractor declares that submission of a proposal for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

7.6 Equal Opportunity: Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

7.7 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

### **7.8 PROTECTION OF RESIDENT WORKERS**

The Village Community Development Districts actively support the Immigration and Nationality Act of 1952 (INA) and the Immigration Reform and Control Act of 1986 (IRCA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination and the State of Florida Executive Order Number 11-116 stating contractors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: all persons employed during the contract term by the Contractor to perform employment duties pursuant to the Contract, within Florida; and all persons, including



subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the District. (<http://www.uscis.gov/e-verify>) Additionally, the Contractor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform work or provide services pursuant to this contract with the District.

All Service contractors and /or vendors who wish to contract with the District to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government of its departments or agencies) to verify the work authorization status of all newly hired employees employed by the contractors and/or vendors. Breach of this term or conditions is considered a material breach of the agreement.

Participation in the E-Verify program will only be required of the awarded contractor. To certify participation in the program, awarded contractor, and any subcontractors to the contractor, will be required to sign an E-Verify Contractor/Subcontractor Affidavit (see Part 5: Exhibits for sample affidavits).

For more information and to register visit <https://e-verify.uscis.gov/enroll/>.

#### 8.9 PUBLIC RECORDS ACT/CHAPTER 119 REQUIREMENTS-

The District is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
2. Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfers to the District, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the current information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**JENNIFER MCQUEARY, DISTRICT CLERK  
984 OLD MILL RUN, THE VILLAGES FL 32162  
PHONE: 352-751-3939  
EMAIL: [jennifer.mcqueary@districtgov.org](mailto:jennifer.mcqueary@districtgov.org)**

IN WITNESS WHEREOF, said District has caused this contract to be executed in its name by the Chairman of the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said District, and Billy Ray Daves dba Daves' Fencing and Painting has caused this Piggyback Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

**SUMTER LANDING COMMUNITY  
DEVELOPMENT DISTRICT**

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

Mike Berning

Print Name

Chairman

Print Title

Date

1/19/17

Attest

**BILLY RAY DAVES DBA DAVES' FENCING  
AND PAINTING**

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

Billy Ray Daves

Print Name

Owner

Print Title

Date

1/13/17

Attest

*Unit Prices - District 1*  
*Bid #14B-037 Preserve and Wetland Mowing*

	Wetland 5' Width (LN FT)	Wetland 15' Width (LN FT)	Preserve (Acres)	Weed Whipping (Man-hour)
Bidder				
Daves' Fencing and Painting	\$0.250	\$0.450	\$26.000	\$22.50



## **AGENDA REQUEST**

**TO:** Project Wide Advisory Committee

**FROM:** Diane Tucker, Administrative Operations Manager

**DATE:** 2/6/2017

**SUBJECT:** **Asphalt Rejuvenation Project, Piggyback City of Margate Invitation to Bid**

---

### **ISSUE:**

#### **ANALYSIS/INFORMATION:**

The City of Margate issued ITB #2014-006 Asphalt Rejuvenation Project to include the furnishing and application of the “Reclamite” rejuvenation product and process. This solicitation resulted in an award to Pavement Technology, Inc.

The District will utilize the City of Margate contract for the “Reclamite” rejuvenation product and process at the pricing structure of \$.78 per square yard as established through the Invitation to Bid (Exhibit A). This contract will be utilized on an as needed basis throughout Project Wide areas.

The City of Margate contract is for an initial two (2) year period of May 7, 2014 through May 6, 2016 with three (3) one year renewals available. They are currently in their first renewal period with no cost increase.

On November 17, 2016 Sumter Landing Community Development District (SLCDD) approved the piggyback for pricing, terms and conditions as established under the City of Margate ITD #2014-006 for asphalt rejuvenation for Sumter Landing Community Development District (SLCDD) Project Wide areas that will continue until May 6, 2017 and will renew annually upon City of Margate renewal.

Funds in the amount of \$221,796.72 are available in the Project Wide Fund for fiscal year 2016-2017.

### **STAFF RECOMMENDATION:**

#### **MOTION:**

#### **ATTACHMENTS:**

Description	Type
📄 SLCDD Approved Contract	Cover Memo

**PIGGYBACK AGREEMENT FOR SERVICES BETWEEN  
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND  
PAVEMENT TECHNOLOGY, INC.  
City of Margate Bid ITB # 2014-006**

**THIS AGREEMENT** is made this 17th day of November, 2016, by and between **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "District"), whose address is 984 Old Mill Run, The Villages, Florida 32162, and **PAVEMENT TECHNOLOGY, INC.** (hereafter referred to as "Contractor"), whose address is 24144 Detroit Rd., Westlake, OH 44145.

**RECITALS**

WHEREAS, the District wishes to enter into contract with a qualified contractor to perform Asphalt Rejuvenation for Sumter Landing Community Development District; and

WHEREAS, Contractor provides "Reclamite" asphalt rejuvenation as requested by the District, and wishes to enter into a contract whereby the Contractor provides "Reclamite" asphalt rejuvenation services for the District in consideration of payment to the Contractor;

WHEREAS, Contractor was awarded BID ITB #2014-006 by The City of Margate and the District desires to piggyback the terms and conditions of the Bid in order to enter into an Agreement for asphalt rejuvenation with the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

**1. SERVICES BY CONTRACTOR**

- 1.1 Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by District, hereby covenants and agrees to provide all services requested and perform all services including labor, equipment and materials as required per the terms and conditions outlined in City of Margate BID ITB #2014-006 of which Contractor has in his possession and the terms and conditions are incorporated into this paragraph.
- 1.2 All services requested shall meet or exceed specifications.
- 1.3 The Contractor warrants that the services provided are fit, and otherwise conforming for the purpose(s) intended by the District.
- 1.4 Contractor shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.

**2. PAYMENT**

In consideration of the services provided by the Contractor pursuant to this Agreement, District agrees to pay Contractor utilizing the Compensation Rates submitted by Contractor as provided for in Exhibit "A" to this Agreement.

3. **TERM**

3.1 The term of this Agreement shall be November 18, 2016 through May 6, 2017, with the option to renew for two (2) additional one (1) year periods.

4. **SELF HELP BY DISTRICT**

4.1 Within three (3) calendar days (72 hours) after being notified by District in writing of defective or unacceptable work, if the Contractor fails to correct such work, District may cause the unacceptable or defective work to be corrected. If the District corrects the work, the District shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor immediately begins corrective work, and District reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, District agrees to allow Contractor to complete correction of the defective or unacceptable work

4.2 The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive District's right to declare the Contractor in default in accordance with applicable provisions of the Agreement.

5. **TERMINATION BY THE DISTRICT**

5.1 The performance of work under this Contract may be terminated by District in accordance with this clause in whole or from time to time in part, whenever District determines that Contractor is in default of the terms of this Agreement. Any such termination shall be effected by delivery to Contractor a Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date the termination becomes effective.

5.2 After receipt of a Notice of Termination, and except as otherwise directed, Contractor shall:

- 5.2.1 Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
- 5.2.2 Place no further requests for services except as may be necessary for completion of such portions of work under this Contract.
- 5.2.3 Terminate all requests to the extent that they relate to the performance of work terminated by the Notice of Termination.
- 5.2.4 Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, and request the approval or ratification by the District to the extent Contractor may require, which approval or ratification shall be final for all purposes of this clause.
- 5.2.5 Continue to perform under the terms of the Contract as to that portion of the work not terminated by the Notice of Termination.

5.3 After receipt of a Notice of Termination, Contractor shall submit to District Contractor's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in

writing are granted by District. No claim will be allowed for any expense incurred by Contractor to after the receipt of the Notice of Termination and Contractor shall be deemed to waive any right to any further compensation.

- 5.4 Contractor and District may agree upon the whole or any part of the amount or amounts to be paid to Contractor by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the expenditures necessary to complete the job covered by this Contract.
- 5.5 District may, for any reason, terminate performance under this Agreement by the Contractor for convenience upon thirty (30) days written notice. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate this Agreement pursuant to this paragraph.

## **6. OTHER MATTERS**

- 6.1 The obligations of the Contractor under this Agreement may not be delegated without the prior written consent of the District. The District may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- 6.2 In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expense, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.
- 6.3 The venue for the enforcement, construction or interpretation of this Agreement, shall be the County or Circuit Court for Sumter County, Florida, and Contractor does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the Agreement, or its duties, obligations, or responsibilities or rights hereunder.
- 6.4 Contractor does hereby specifically promise and agree to "hold harmless", defend and indemnify the District and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.
- 6.5 Contractor shall not be construed to be the agent, servant or employee of the District or of any elected or appointed official thereof, for any purpose whatsoever, and further Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the District.
- 6.6 These Contract Documents constitute the entire understanding and Contract between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Contract. The Contractor recognizes that any representations, statements, or negotiations made by District staff do not suffice to legally bind the District in a contractual relationship unless they have been reduced to writing and signed by an authorized District representative. This Contract shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.



6.7 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

6.8 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that it will commence services based on the issuance of a Purchase Order issued if issued. All requests for services placed under the provisions of this Contract shall be processed according to specifications, subject only to delays caused through no fault of the Contractor.

## **7. CONTRACTOR'S REPRESENTATIONS**

7.1 Contractor makes the following representations:

7.2 Contractor has familiarized himself with the nature and extent of the Contract documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.

7.3 Contractor has investigated and is fully informed of work conditions, obstructions to be encountered, the character, quality and quantities of services to be performed, materials to be furnished, and requirements of the specifications and other Contract Documents.

7.4 Contractor has given the District written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.

7.5 Contractor declares that submission of a proposal for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

7.6 Equal Opportunity: Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

7.7 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

## **7.8 PROTECTION OF RESIDENT WORKERS**

The Village Community Development Districts actively support the Immigration and Nationality Act of 1952 (INA) and the Immigration Reform and Control Act of 1986 (IRCA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination and the State of Florida Executive Order Number 11-116 stating contractors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: all persons employed during the contract term by the Contractor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the District. (<http://www.uscis.gov/e-verify>) Additionally, the Contractor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland

Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform work or provide services pursuant to this contract with the District.

All Service contractors and /or vendors who wish to contract with the District to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government of its departments or agencies) to verify the work authorization status of all newly hired employees employed by the contractors and/or vendors. Breach of this term or conditions is considered a material breach of the agreement.

Participation in the E-Verify program will only be required of the awarded contractor. To certify participation in the program, awarded contractor, and any subcontractors to the contractor, will be required to sign an E-Verify Contractor/Subcontractor Affidavit (see Part 5: Exhibits for sample affidavits).

For more information and to register visit <https://e-verify.uscis.gov/enroll/>.

#### 8.9 PUBLIC RECORDS ACT/CHAPTER 119 REQUIREMENTS-

The District is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
2. Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfers to the District, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the current information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**JENNIFER MCQUEARY, DISTRICT CLERK  
984 OLD MILL RUN, THE VILLAGES FL 32162  
PHONE: 352-751-3939  
EMAIL: [jennifer.mcqueary@districtgov.org](mailto:jennifer.mcqueary@districtgov.org)**

IN WITNESS WHEREOF, said District has caused this contract to be executed in its name by the Chairman of the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said District, and Pavement Technology, Inc. has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

SUMTER LANDING COMMUNITY  
DEVELOPMENT DISTRICT

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

MICHAEL BERNARD  
Print Name

Chairman  
Print Title

11/18/16  
Date

[Signature]  
Attest

PAVEMENT TECHNOLOGY, INC.

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

Colin Durante  
Print Name

President  
Print Title

11/3/16  
Date

[Signature]  
Attest

Bid # 2014-006

Time: 3:00PM

[illegible]



## **AGENDA REQUEST**

**TO:** Project Wide Advisory Committee

**FROM:** Diane Tucker, Administrative Operations Manager

**DATE:** 2/6/2017

**SUBJECT:** **Addition of District 6 Basins to Landscape and Irrigation Maintenance RFP #13P-004**

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### **ISSUE:**

#### **ANALYSIS/INFORMATION:**

On October 1, 2012, Sumter Landing Community Development District (SLCDD) entered into the agreement for scheduled Landscape and Irrigation Maintenance Services for District 7 Basins, and entered into agreement of Amendment One on January 17, 2013 with Brightview Landscapes, LLC (Formerly The Brickman Group LTD., LLC).

Staff will be presenting Amendment Two of RFP #13P-004 for approval at the next scheduled SLCDD Board meeting February 16, 2017 for the addition of District 6 Basins for the remaining eight months of Fiscal Year 2016/2017.

An additional amount of \$83,083.84 will be included in the agreement for the District 6 Basins resulting in a new total agreement amount of \$117,817.20, a monthly amount of \$14,727.15, which includes District 7 Basins for the remaining eight month period of fiscal year 2016/2017 at which time this contract will expire.

Funds in the amount of \$117,817.20 are available in the Project Wide Fund for fiscal year 2016-2017.

### **STAFF RECOMMENDATION:**

#### **MOTION:**

#### **ATTACHMENTS:**

Description	Type
□ Amendment Two	Cover Memo

**AMENDMENT TWO TO THE AGREEMENT BETWEEN  
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT  
AND THE BRIGHTVIEW LANDSCAPES, LLC  
(FORMERLY THE BRICKMAN GROUP LTD., LLC)  
LANDSCAPE AND IRRIGATION MAINTENANCE  
RFP # 13P-004**

**THIS AMENDMENT** is entered into this 16<sup>th</sup> day of February 2017, by and between SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (SLCDD), whose mailing address is 984 Old Mill Run, The Villages, Florida 32162 and BRIGHTVIEW LANDSCAPES, LLC (CONTRACTOR).

**RECITALS**

**WHEREAS**, SLCDD and CONTRACTOR entered into the Agreement for scheduled Landscape and Irrigation Maintenance services (Agreement) for District 7 Basins dated October 1, 2012; and

**WHEREAS**, SLCDD and CONTRACTOR entered into Amendment One to the Agreement on January 17, 2013;

**WHEREAS**, SLCDD and CONTRACTOR desire to further amend the Agreement to incorporate the District 6 Basins into the Agreement effective February 16, 2017;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and conditions contained herein, SLCDD and CONTRACTOR agree as follows:

1. SLCDD and CONTRACTOR hereby amend the Agreement and any amendments thereto adding the District 6 Basins in the amount of Eighty Three Thousand Eighty Three and 84/100 dollars (\$83,083.84) resulting in a new total agreement amount, which includes District 7 Basins, of One Hundred Seventeen Thousand Eight Hundred Seventeen and 20/100 (\$117,817.20), a monthly amount of Fourteen Thousand Seven Hundred Twenty Seven and 15/100 (\$14,727.15) for the remaining eight month period of fiscal year 2016/2017 of February 16, 2017 through September 30, 2017, at which time this contract will expire.
2. Additionally, CONTRACTOR shall, with respect to this Agreement and all Contracts,
  - a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
  - b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF  
CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE**

**PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN  
OF PUBLIC RECORDS AT:**

**JENNIFER MCQUEARY, DISTRICT CLERK  
984 OLD MILL RUN, THE VILLAGES FL 32162  
PHONE: 352-751-3939  
EMAIL: jennifer.mcqueary@districtgov.org**

3. SLCDD and CONTRACTOR agree that all other terms and conditions of the Agreement and Amendments thereto are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Amendment on the date set forth above.

**SUMTER LANDING  
COMMUNITY DEVELOPMENT DISTRICT**

**BRIGHTVIEW LANDSCAPES, LLC**

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

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Attest