



Seat 1 - Tom Farlow, Director
Seat 2 - Charlie Smith, Chairman
Seat 3 - Thomas Hosken, Director
Seat 4 - Dominic Berardi, Vice Chairman
Seat 5 - Matthew Friedland, Director
Seat 6 - Richard Rademacher, Director
Seat 7 - Diane Spencer, Director

Monthly Board Meetings are held at:

District Office Board Room

984 Old Mill Run The Villages, FL 32162

The Villages, Florida 32162

AGENDA

March 14, 2019

9:00 AM

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

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

NEW BUSINESS:

2. Approval of the Minutes
Approval of the Minutes for the Meeting held on February 14, 2019.
3. Discussion Item: Operating Policies and Procedures
4. Long-term Investment Portfolio
Approval of Increase to Long-Term Investment Portfolio
5. Designation of Authorized Agents for District Utility Operations.
Designation of Authorized Agents for District Utility Operations.
6. Award of Invitation to Bid (ITB) # 19B-006 NSU WWTP Headworks Channel Coatings
Review and approval of recommendation of award for Invitation to Bid (ITB) #19B-006 NSU WWTP Headworks Channel Coatings
7. Award of Invitation to Bid (ITB) #19B-007 VWCA Nos. 7, 9 & 10 Wet Well Gate Replacements
Review and approval of recommendation of award for Invitation to Bid (ITB) #19B-007 VWCA Nos. 7, 9 & 10 Wet Well Gate Replacements
8. Approval of Amendment 1 to Additional Services – Performance of Certain Annual Capital Improvement Projects
The Approval of Amendment 1 to Additional Services – Performance of Certain Annual Capital Improvement Projects in the Agreement with Operations Management International, Inc. (JACOBS/CH2M/OMI) for North Sumter County Utility Dependent District for the fiscal year 2018-2019.

INFORMATIONAL ITEMS ONLY:

9. Financial Statements

Budget to Actual Statements as of January 31, 2019

REPORTS AND INPUT:

10. District Manager Reports

A. Updated Resident Academy Flyer

B. Reminder: District Government Update Meeting

11. District Counsel Reports

12. Supervisor Comments

13. Audience Comments

14. 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) 751-3939 at least five calendar days prior to the meeting.



AGENDA REQUEST

TO: Board of Directors
North Sumter County Utility Dependent District

FROM: Jennifer McQueary, District Clerk

DATE: 3/14/2019

SUBJECT: **Approval of the Minutes**

ISSUE: Approval of the Minutes for the Meeting held on February 14, 2019.

ANALYSIS/INFORMATION: Staff requests approval of the Minutes for the Meeting held on February 14, 2019.

STAFF RECOMMENDATION: Staff recommends approval of the Minutes for the Meeting held on February 14, 2019.

MOTION: Motion to approve the Minutes for the Meeting held on February 14, 2019.

ATTACHMENTS:

| Description | Type |
|-------------------|------------|
| □ 2-14-19 Minutes | Cover Memo |

**MINUTES OF MEETING
NORTH SUMTER COUNTY UTILITY
DEPENDENT DISTRICT**

A Meeting of the Board of Supervisors of North Sumter County Utility Dependent District was held on Thursday, February 14, 2019 at 9:00 a.m. the District Office Large Conference Room, 984 Old Mill Run, The Villages, Florida, 32162.

Board members present and constituting a quorum:

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|--------------------|----------------|
| Charlie Smith | Chairman |
| Dominic Berardi | Vice Chairman |
| Tom Hosken | Board Director |
| Matt Friedland | Board Director |
| Richard Rademacher | Board Director |
| Tom Farlow | Board Director |
| Diane Spencer | Board Director |

Staff Present:

| | |
|-------------------|---|
| Richard Baier | District Manager |
| Kenny Blocker | Assistant District Manager |
| Lewis Stone | District Counsel |
| Sam Wartinbee | District Property Management Director |
| Barbara Kays | Budget Director |
| Anne Hochsprung | Finance Director |
| Brittany Wilson | Director of Technology and Board Services |
| Jennifer McQueary | District Clerk |
| Julie Kulas | Administrative Assistant |

FIRST ORDER OF BUSINESS:

Call to Order

A. Roll Call

Chairman Smith called the meeting to order at 9:02 a.m. and stated for the record that all Board Directors were present representing a quorum.

B. Pledge of Allegiance

The Chairman led the Pledge of Allegiance.

C. Observation of Moment of Silence

Chairman Smith led the Board and residents in a moment of silence.

D. Welcome Meeting Attendees

The Board welcomed the meeting attendees present.

Chairman Smith and the Board recognized former Board Directors Pat Francis and Gary Davis for their service on the North Sumter County Utility Dependent District (NSCUDD) and thanked them for their service to their community.

SECOND ORDER OF BUSINESS: Approval of the Minutes

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| On MOTION by Dom Berardi, seconded by Tom Farlow, with all in favor, the Board approved the Minutes from the Meeting held on January 17, 2019. |
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THIRD ORDER OF BUSINESS: Acceptance of Audit Report for Fiscal Year 2017/2018

Anne Hochsprung, Finance Director, advised that Purvis Gray & Company, the District's Auditor, have completed the audit report for Fiscal Year 2017/2018 and reviewed the Statement of Activities as well as the Balance Sheet of Governmental Funds with the Board. The following items were highlighted from the Fiscal Year 2017/2018 audit:

- In Fiscal Year 2017/2018, North Sumter County Utility Dependent District showed an increase in net position of \$1,661,841. While operating at a positive cash position, the District experienced significant non-cash expenses of \$5,030,467 for depreciation and \$2,938,471 for amortization. The depreciation expense shows the using up of the capital assets over time that must be replaced or renovated in future years.
- The total net position as of September 30, 2018 is \$958,514. This year is the first year the District showed a positive net position. Of the total net position, \$29,821,436 of unrestricted net position exists that can be used at the discretion of the Board of Supervisors.
- Cash and cash equivalents on hand at the end of the year totaled \$40,424,464. In addition, the District has \$11,504,055 in liquid, short-term investments. This provides \$51,928,519 in readily

available deposit and investment accounts, a growth of \$3,982,601 from the \$47,945,918 balance last year.

Helen Painter with Purvis & Gray, the District's Auditors, advised an unmodified opinion has been issued and believes that the financial statements are fairly presented in accordance with generally accepted accounting principles and are free from material mistakes. Ms. Painter thanked Staff for their cooperation in providing all necessary documents to them for the completion of their audit. Ms. Painter responded to the inquiries of the Board.

Board Director Rademacher requested a footnote be added to future audits noting that metered irrigation revenues are dependent upon the weather.

The Board thanked the auditors for the report provided.

On MOTION by Diane Spencer, seconded by Tom Hoskins, with all in favor, the Board accepted the North Sumter County Utility Dependent District Fiscal Year 2017/2018 Audit.

FOURTH ORDER OF BUSINESS: Approval of Fiscal Year 19/20 Budget Calendar

Barbara Kays, Budget Director, provided the Board with the Fiscal Year 2019/2020 Budget Calendar and advised that the June 20, 2019 regular meeting has been changed to Monday, June 10, 2019 and at that time the recommended budget will be reviewed. The approval of the proposed budget will take place during the regular meeting on July 9, 2019 in the District Office Large Conference Room and submitted to Sumter County by July 15th.

Board Director Hoskins requested clarification of the process following this Board's approval. Richard Baier, District Manager, advised that the budget is submitted to and reviewed by the Sumter County Board of County Commissioners for their formal approval. Staff has not received any inquiries from Sumter County in the past.

On MOTION by Tom Farlow, seconded by Tom Hoskins, with all in favor, the Board approved the Fiscal Year 2019/2020 Budget Calendar.

FIFTH ORDER OF BUSINESS: Operating Policies and Procedures

Brittany Wilson, Director of Technology and Board Support Services, advised that a draft of the Operating Policies and Procedures was provided to the Board via email and as an attachment to the agenda package. Staff has conducted a review of the District's existing Policies and Procedures, Statutory requirements, Operating Policies from other governmental entities and existing policies that the Board has adopted throughout the years, which have been incorporated into the document presented. Ms. Wilson advised that Staff has highlighted those areas where options have been provided to the Board for consideration and are requesting that the Board review the document and provide comments to Staff to be incorporated prior to the March Board Meeting. Once the Operating Policies and Procedures have been finalized, Staff will move forward with the advertisement process for the Board to hold a Public Hearing to adopt the Rule.

Board Director Hoskins inquired if their Rules are different than the numbered District Boards. Ms. Wilson advised that a standard format has been provided to the Boards, but NSCUDD does have some differences because NSCUDD is a Dependent District established via Florida Statute 189 by Sumter County.

SIXTH ORDER OF BUSINESS: Approval of Additional Services – Supervisory Control and Data Acquisition (SCADA) System Upgrade Program Phase 2

Mr. Baier advised that the request before the Board is a budgeted update to the Supervisory Control and Data Acquisition (SCADA) system which was approved as Capital Improvement Project (CIP) as part of the Fiscal Year 2018/2019 Budget. The combined total cost of \$50,000 will be shared by the North Sumter Utility Fund (NSU) & Villages Water Conservation Authority (VWCA). The agreement allows for an 8% markup for project administration overhead, including but not limited to purchasing, inventory, accounts payable, invoicing and management.

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| <p>On MOTION by Diane Spencer, seconded by Tom Farlow, with all in favor, the Board approved the Additional Services Agreement – SCADA System Upgrade Program Phase 2 with Operations Management International Inc. (CH2M/OMI), and authorized the Chairman or Vice Chairman to execute the Agreement.</p> |
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SEVENTH ORDER OF BUSINESS: Financial Statements

The Financial Statements as of December 31, 2018 were provided as information to the Board.

EIGHTH ORDER OF BUSINESS: District Manager Reports

Mr. Baier advised that a memorandum was sent to the Board advising of the commencement of construction of the secondary access road from the North Sumter Utility (NSU)/Central Sumter Utility (CSU) facilities.

Mr. Baier advised there will be a public meeting set up in the near future for the Supervisors and Committee members, as well as the public, for a District update to be provided regarding all activities that are occurring.

A. Recognition of Service

The item was previously addressed.

NINTH ORDER OF BUSINESS: District Counsel Reports

There were no District Counsel Reports.

TENTH ORDER OF BUSINESS: Supervisor Comments

Board Director Farlow submitted his letter of resignation, effective at the end of today's meeting, and advised that he is aware that the SCBOCC is responsible for appointing a replacement for the vacant seat, but advised that he has included a recommendation for his replacement.

Board Director Hoskins requested clarification of the utility billing format. Mr. Baier advised that the utility bills differ in color depending on which utility provides the service; however, the format of the bills remain the same.

Board Director Friedland advised that utility payments are inadvertently placed in the Villages Homeowners Association (VHA) box at the postal facilities. Mr. Baier advised that the boxes are clearly labeled for each utility.

Board Director Rademacher stated that residents should be encouraged to sign-up for e-billing which would assist in alleviating the issue.

Board Director Friedland suggested that information regarding e-billing be placed on the bulletin boards at the postal facilities.

Board Director Rademacher stated that he previously requested that tours of the wastewater treatment facility be offered for Camp Villages be seriously considered. Mr. Baier advised that supervised tours can be offered and advised that Staff would review.

Board Director Spencer stated that she would be opposed to providing tours to underage children because of liability concerns. Mr. Baier advised that the liability concerns will be an item considered as part of Staff's review.

Board Director Rademacher suggested that strategic planning occur at an upcoming meeting to allow discussion about new technologies and projects. Mr. Baier advised that these discussions will occur as part of the budget process.

The Board thanked Board Director Farlow for his service on the Board and to him community.

ELEVENTH ORDER OF BUSINESS: Audience Comments

No audience comments were received.

TWELFTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 10:00 a.m.

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| On MOTION by Tom Farlow, seconded by Tom Hoskins, with all in favor, the Meeting was adjourned. |
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Richard J. Baier
Secretary

Charlie Smith
Chairman



AGENDA REQUEST

TO: Board of Directors
North Sumter County Utility Dependent District

FROM: Richard J. Baier, District Manager

DATE: 2/7/2019

SUBJECT: **Discussion Item: Operating Policies and Procedures**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

| Description | Type |
|--|------------|
| □ Draft - Operating Policy and Procedure | Cover Memo |

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NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT
GENERAL AND PROCEDURAL RULES

1.1 General Introduction.

- 1) The North Sumter County Utility Dependent District (the "District") was created pursuant to the provisions of Chapter 189, Florida Statutes, to provide community development systems, facilities, services, projects, improvements, infrastructure and other "public facilities" to the community including water, wastewater and irrigation services and collection and disposal of solid waste . The purpose of these rules (the "Rules") is to describe the general operations of the District. Any conflict or need for clarification arising out of the following Rules shall be resolved, where applicable, by law. Any amendments to the Rules shall be administratively prepared and adopted by the Board of Directors. These Rules are adopted to guide the District through its primary operations and functions. They are designed to provide the structure needed to conduct District business while also maintaining the flexibility needed to efficiently and effectively carry out the public business as circumstances may dictate.
- 2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

1.2 Standards of Civil Discourse.

- 1) The District encourages citizen participation in the democratic process and recognizes and protects the right of freedom of speech afforded to all. As the Board conducts the business of the District, rules of civility shall apply. District Board Directors, Staff members, and members of the public are to respectfully communicate. Persons shall speak only when recognized by the Board Chair and, at that time, refrain from engaging in personal attacks or derogatory or offensive language. Outbursts will not be tolerated and those who do not conduct themselves in a respectful and lawful manner shall be subject to removal. It shall be the responsibility of each individual to demonstrate civility.

1.3 Board of Directors; District Manager, Officers and Voting.

- 1) Board of Directors. The Board of Directors of the District (the "Board") shall exercise the powers granted to the District. The Board shall consist of seven members. Members of the Board must be residents of Florida and of the District and a citizen of the United States.
- 2) District Manager. The Board shall employ a District Manager. The District Manager shall have charge and supervision of the works of the district and shall be responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of state statutes, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed within the legal purview of the Board.
- 3) Term of Officers. Board Directors shall hold office pursuant to Sumter County Ordinance. If, during the term of office of any Board Director(s), one or more vacancies occur, Sumter County shall fill vacancies by appointment for the remainder of the unexpired term(s).
- 4) Vacancies; Quorum. Four members of the Board physically present in the same location shall constitute a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. However, if three or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in these Rules or required by law.
- 5) Officers. At any Board meeting held after each election where the newly elected members take office, the Board may select a chair, vice chair, treasurer, and secretary. Such selection may be deferred to subsequent meetings. The District Manager shall serve as secretary and treasurer.
 - a. The chair must be a member of the Board. If the chair resigns from that office or ceases to be a member of the Board, the Board shall select a chair to serve the remaining portion of the term, after filling the board vacancy. The chair may be authorized to sign checks and warrants for the District, countersigned by the treasurer or other persons authorized by the Board. The chair may convene and conduct all meetings of the Board. In the event the chair is unable to attend a meeting, the vice chair or other member of the Board may convene and conduct the meeting.

i. Options for Selection of a Board Chair

1. Nomination and majority vote by Board following a general election
2. Rotation of seats
3. Annual or bi-annual review

- b. The vice chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the vice chair resigns from that office or ceases to be a member of the Board, the Board shall select a vice chair to serve the remainder of the term, after filling the Board vacancy.

i. Options for Selection of Vice Chair

- 1. Nomination and majority vote by Board following a general election
 - 2. Rotation of seats
 - 3. Annual or bi-annual review
- 6) Committees. The Board may establish committees of the Board by formal motion referencing this rule, either on a permanent or temporary basis, to perform specifically-designated functions. Committees may include individuals who are not members of the Board, but must be a property owner who maintains permanent residency in the District. Committee representation shall be reviewed annually at the October Board Meeting following the beginning of a new fiscal year. Committee representation will be determined by nomination and majority vote by the Board.
 - 7) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings of the North Sumter County Utility Dependent District," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds and corporate acts.
 - 8) Meetings. The Board shall establish a schedule of regular meetings and may also meet upon call of the chair or three Board Directors. Nothing herein shall prevent the Board from holding other meetings as it deems necessary or from canceling any regularly scheduled meetings. A previously noticed regular meeting may be canceled, provided that notice of cancellation shall be given in substantially the same manner as notice for the meeting or in such other manner as may provide substantially equivalent notice of cancellation. Meetings will be cancelled in accordance with the Board's policy adopted via resolution. All meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes.
 - 9) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interests on matters coming before the Board for a vote. Nothing in this Rule shall prohibit the Board Director with a voting conflict of interest from voting on a matter. For the purposes of this section, "voting conflict of interest" shall be governed by Chapter 112, Florida Statutes, as amended from time to time.

- a. When a Board Director knows that he/she has a conflict of interest on a matter coming before the Board, the member should notify the Board's secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes of the meeting. The Board's secretary shall prepare a memorandum of voting conflict which shall then be signed by the Board Director that had the conflict.
 - b. If a Board Director inadvertently votes on a matter and later learns he or she has a conflict thereon, the member shall immediately notify the Board's secretary. Within fifteen days (15) days of the notification, the member shall file the appropriate memorandum of voting conflict which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The memorandum shall immediately be provided to other Board Directors and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum. The Board Director's vote shall be unaffected by this filing.
- 10) Board Director Conduct. No individual Board Director shall direct the District Manager to perform extensive research, take action on a policy matter, or make representations on behalf of the Board without formal direction from the collective Board of Directors at a regularly scheduled Board meeting. Nothing precludes a Board Director from initiating individual correspondence pertaining to the seat they currently hold. Nothing in this Rule is to be construed to limit or restrict a Board Director from acting in his or her official capacity from coordinating with the District Manager in answering or responding to correspondence or communications relative to the business of the District.

1.4 Public Information and Inspection of Records.

- 1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the "Record of Proceedings of the North Sumter County Utility Dependent District," may be copied or inspected at the offices of the District Manager or at the Offices of the District Administrator, during regular business hours.
- 2) Copies. Copies of public records shall be made available to the requesting person at a charge of \$.15 per page if not more than 8-1/2 by 14 inches, and for copies in excess of that size at a charge not to exceed the actual cost of reproduction. Certified copies of public records shall be made available at a charge of \$1.00 per page. If the nature or volume of public records requested to be inspected, examined or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance, a special service charge, which shall be reasonable and based on the actual cost incurred, may be charged in addition to the actual cost of duplication.

1.5 Meetings and Workshops.

- 1) Meetings and Workshops. All meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida State Statutes.
- 2) Notice. Except in emergencies, or as otherwise provided in these Rules, at least seven (7) days' public notice shall be given of any meeting or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and shall state:
 - a. The date, time, and place of the meeting or workshop;
 - b. A brief description of the nature, subjects and purposes of the meeting or workshop;
 - c. The address where persons may obtain a copy of the agenda.
 - d. The notice shall state that if a person decides to seek review of any official decision made at the Board meeting, a record of the proceedings will be required and the person intending to appeal will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence necessary for the appeal.
 - e. When a previously noticed meeting is canceled, notice of cancellation shall be given in substantially the same manner as notice for the meeting or in any manner that will give adequate notice of cancellation.
- 3) Agenda. The District Manager shall prepare a notice of the meeting or workshop and an agenda. The agenda shall be available to the public in the offices of the District Manager prior to each regularly scheduled meeting or workshop and on the website. Minutes shall be taken, and reviewed and approved by the Board at a subsequent meeting. In accordance with State Statutes, the agenda and available supporting documentation will be available electronically seven days in advance of the meeting.
- 4) Agenda Format.
 - a. Call to Order
 - i. Roll Call
 - ii. Pledge of Allegiance
 - iii. Observation of Moment of Silence
 - iv. Welcome Meeting Attendees
 - v. Audience Comments
 - b. Consent Agenda
 - c. New Business
 - d. Old Business
 - e. Public Hearings
 - f. Informational Items Only
 - g. Reports and Input
 - i. District Manager Reports
 - ii. District Counsel Reports
 - iii. Board Director Comments

iv. Adjourn

- 5) Oath of Office. At the next regularly scheduled meeting following an election, newly elected Board Directors shall take and subscribe to the oath of office as prescribed by Section 876.05 of Florida State Statutes. The oath office shall be administered by the District Clerk immediately following the call to order of the meeting.
- 6) Procedures for Including Items on Agenda. Items to be included on the agenda may be submitted by an individual Board Director and will be addressed under the “Board Director Comments” section of the agenda for discussion purposes; if formal action is desired, the item will be presented on the agenda at the following regularly scheduled Board Meeting. In order for an item to be included on the agenda, a request must be submitted to the District Manager no later than 10 business days in advance of the next regularly scheduled meeting.
- 7) Consent Agenda. Content of items on the consent agenda shall be limited to routine items that normally do not require discussion such as the minutes, resolutions, payment requests and reports from committees, etc. During the reading of the consent agenda, any Board Director, the District Manager, or member of the public, may pull an item for separate discussion.
- 8) Resolutions. An enacted resolution is an internal legislative act that is a formal statement of policy concerning matters of special or temporary character. Board action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired. All resolutions shall be reduced to writing.
- 9) Motions. An enacted motion is a form of action taken by the Board to direct that a specific action be taken on behalf of the District. A motion, once approved and entered into the record, is the equivalent of a Resolution in those instances where a resolution is not required by law. All motions shall be made and seconded before debate.
 - a. A motion is to be worded in a concise, unambiguous, and complete form.
 - b. No speech is to be made in reference to a motion when it is introduced. There will be no debate until a motion has been seconded and, if requested by a Board Director, the question stated by the Board Chair or District Clerk.
 - c. When the question has been stated, it is before the Board and mover is entitled to the floor.
- 10) Reconsideration of Action Previously Taken. A motion to reconsider shall be allowed at any time by any Board Director who voted on the prevailing side, during a meeting, except when a motion on some other subject is pending.
- 11) Rescinding Action Previously Taken. Board action may be rescinded by a majority vote if the motion to reconsider is made by a Board Director who voted on the prevailing side.

After a motion to reconsider has been adopted by a majority vote, any Board Director may move to rescind action previously taken.

- 12) Roll Call Vote. Roll call votes will be conducted at the prerogative of the Board Chair, or at the District Manager's request to the Board Chair.
- 13) Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may advise the District Manager or secretary at the Board's office. Such persons shall furnish a mailing address in writing and may be required to pay the cost of copying and mailing.
- 14) Emergency Meeting. The chair, or the vice-chair if the chair is unavailable, may convene an emergency meeting of the Board without first having complied with Subsections (1), (2), and (3), to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the chair shall make reasonable efforts to notify all Board Directors of an emergency meeting 24 hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- 15) Public Comment. The Board shall conduct public comment in accordance with Florida State Statutes. Members of the audience making public comment shall approach the microphone, state their name and address for the record, and address all comments to the Board Chair. The following Public Participation Policy was adopted by the Board of Supervisors via a Resolution and shall apply to meetings of District boards or committees as provided herein unless otherwise required by State Statutes;
 - a. Citizen's Rights
 - i. Right to be Heard: Members of the public shall be given a reasonable opportunity to be heard on a proposition before a District board except as provided for below. Public input shall generally be limited to three (3) minutes for each speaker and a total of thirty (30) minutes for public comment relating to any particular proposition, with the Board Chair having the option to allow additional time for good cause shown after consideration of the circumstances.
 - ii. Group or Faction Representatives: At meetings in which a large number of individuals are in attendance, the Board Chair may ask for a show of hands to identify individuals who wish to address the board. If a large number of individuals wish to be heard, the Board Chair may require

individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"). In the event large groups or factions of individuals desire to speak (i.e., consisting of more than five individuals), the Board Chair may require each group or faction to designate a representative to speak on behalf of such group or faction but shall allow such representative at least ten minutes to address the board.

- b. This right does not apply to;
 - i. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board to act;
 - ii. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
 - iii. A meeting that is exempt from §286.011; or
 - iv. A meeting during which the board is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

16) Public Hearings/ Quasi-Judicial Hearings

- a. Order of Testimony
 - i. The Board Chair shall announce the Public Hearing and ask staff to review the subject of the public hearing.
 - ii. The Board Chair shall then open the public hearing and receive comment from anyone in attendance.
 - iii. Persons wishing to provide comment shall approach the microphone, state name and address for the record, and make his/her comments.
 - iv. Comments shall be limited to the subject of the public hearing only.
 - v. Upon determination of no additional public comment, the Board Chair shall close the Public Hearing and restrict discussion to members of the Board and staff.
 - vi. Upon completion of the discussion, the Board Chair shall entertain such action as the Board may desire.
- b. Ex- Parte Communication
 - i. Board Directors become subject to additional constitutional and statutory prohibitions when conducting quasi-judicial proceedings. When a Board acts in a quasi-judicial capacity, its Board Directors are prohibited from receiving ex-parte communications. This means a Board Director cannot receive information or participate in communications about such matter without providing notice and opportunity for the other party to be heard at the same time. If a Board Director conducts ex-parte (i.e. one-on-one)

communications they could be accused of violating an individual's constitutional right to due process of law.

- 17) Budget Hearing; Budget Amendment. On or before each June 1, the District shall prepare or have prepared under its direction and at its cost and expense a proposed budget for the ensuing fiscal year. The proposed budget shall include an estimate of all necessary expenditures for the District for the ensuing fiscal year and an estimate of income to be received by the District for each ensuing year fiscal year. No later than each July 15, such proposed budget shall be delivered to the County Administrator of the County. The budget for the District shall be approved or vetoed by the Board of County Commissioners no later than September 15 immediately following delivery of the same to the County Administrator. The District shall operate in accordance with the provision of its last approved budget until such time as the subsequent budget is approved by the Board of County Commissioners.
- 18) Continuances. Any meeting of the Board or any item or matter included on the agenda or coming before the Board at a noticed meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the Board meeting where the item or matter came before the Board.

1.6 Rulemaking Proceedings.

- 1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.
- 2) Notice of Rule Development. Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by paragraph (3). The notice of rule development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available. All rules should be drafted in accordance with Chapter 120, F.S.
- 3) Notice of Proceedings and Proposed Rules. Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2), and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within 21 days after publication of the notice. The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled. Except when the intended action is the repeal of a rule, the notice shall include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.
 - a. The notice shall be published in a newspaper of general circulation in the District not less than 28 days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - b. The notice shall be mailed to all persons named in the proposed rule. Any person may file a written request with the District Manager or secretary at the Board's office to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least 14 days prior to such mailing, have made requests of the district for advance notice of its proceedings.

- 4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the District Chair must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- 5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address, and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District or has a substantial interest in the rule or action requested. Petitions to initiate rulemaking shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes (1999), except that copies of the petition shall not be sent to the Administrative Procedures Committee, and notice may be given in a newspaper of general circulation in the county in which the District is located.
- 6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of cost of copies, the following materials:
 - a. The text of the proposed rule, or any amendment or repeal of any existing rules;
 - b. A detailed written statement of the facts and circumstances justifying the proposed rule;
 - c. A copy of the statement of estimated regulatory costs if required by Section 120.541; and
 - d. The published notice.
- 7) Rulemaking Proceedings - No Hearing. When no hearing is requested and the Board chooses not to initiate a hearing on its own, or if the rule relates exclusively to organization, practice or procedure, the Board may direct the proposed rule be filed with the District Office no less than twenty-eight (28) days following notice. Such direction may be given by the Board either before initiating the rule-adoption process or after the expiration of the twenty-one (21) days during which affected persons may request a hearing.
- 8) Rulemaking Proceedings - Hearing. If the proposed rule does not relate exclusively to organization, practice or procedure, the District shall provide (upon request) a public hearing for the presentation of evidence, argument and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay or disruption of the proceedings. Any affected person may request a hearing within twenty-one (21) days after the date of publication of the notice of intent to adopt, amend or repeal a rule.

- 9) Request for a Public Hearing. A request for a public hearing shall be in writing and shall specify how the person requesting the public hearing would be affected by the proposed rule. The request shall be submitted to the District within 21 days after notice of intent to adopt, amend, or repeal the rule is published as required by law, in accordance with the procedure for submitting requests for public hearing stated in the notice of intent to adopt, amend, or repeal the rule.
- a. If the notice of intent to adopt, amend, or repeal a rule did not notice a public hearing and the District determines to hold a public hearing, the District shall publish notice of a public hearing in a newspaper of general circulation within the District at least 7 days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing.
 - b. Written statements may be submitted by any person within a specified period of time prior to or following the public hearing. All timely submitted written statements shall be considered by the District and made a part of the rulemaking record.
- 10) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as practical in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions
- 11) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.
- 12) Variances and Waivers. Variances and waivers from District rules may be granted subject to the provisions and limitations contained in Section 120.542, Florida Statutes.

1.7 Decisions Determining Substantial Interests.

- 1) Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the chair shall designate any member of the Board (including the Chair), District Manager, District General Counsel, or other person to conduct the hearing.
 - a. The person conducting the hearing may:
 - i. Administer oaths and affirmations;
 - ii. Rule upon offers of proof and receive relevant evidence;
 - iii. Regulate the course of the hearing, including any prehearing matters;
 - iv. Enter orders;
 - v. Make or receive offers of settlement, stipulation, and adjustment.
 - b. The person conducting the hearing shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action.
 - c. The District shall issue a final order within forty-five (45) days:
 - i. After the hearing is concluded, if conducted by the Board;
 - ii. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
 - iii. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.
- 2) Eminent Domain. After determining the need to exercise the power of eminent domain, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida Statutes. Prior to exercising the power of eminent domain, the District shall:
 - a. Adopt a resolution identifying the property to be taken;

- i.If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

1.8 Purchasing Policies and Procedures

- 1) The North Sumter County Utility Dependent District's purchasing policies and procedures will be conducted in accordance with the authority given in Sumter County Ordinance pursuant to Chapter 189, F.S. and all other applicable laws.

1.9 Effective Date.

- 1) These Rules shall be effective _____, 2019, except that no election of officers required by these Rules shall be required until after the next regular election for the Board of Directors.

Specific Authority:
Chapter 189, F.S. and other applicable laws
Sumter County Ordinance



AGENDA REQUEST

TO: Board of Directors
North Sumter County Utility Dependent District

FROM: Anne Hochsprung, Finance Director

DATE: 3/14/2019

SUBJECT: Long-term Investment Portfolio

ISSUE:

Approval of Increase to Long-Term Investment Portfolio

ANALYSIS/INFORMATION:

The Investment Advisory Committee met with PFM Advisors on February 5, 2019 to review the annual cash flow analysis. The analysis is performed annually to determine the appropriate allocation of cash, cash equivalents and investments in the Long Term Investment Portfolio (LTIP). As previously defined by the Board, the balance in the LTIP should be 15% of the total cash and investment portfolio, net of the short term allocation. Based on this analysis, the IAC recommended a net \$4 million increase to the LTIP across all Districts combined to be reevaluated every quarter and deposited ratably over the next four quarters, beginning April 1, 2019.

Total cash and investments on hand in all NSCUDD funds combined as of September 30, 2018 were \$30,021,737, of which \$3,556,568 should be in the LTIP as outlined by fund below.

STAFF RECOMMENDATION:

Increase the amount invested in the LTIP in quarterly installments, beginning April 1, 2019 as follows:

| District Name | Recommended LTIP Balance (15%) | LTIP Balance as of September 30, 2018 | Total Add'l Funds to Deposit | Adjusted LTIP Balance | April 1 Qtrly Installment |
|-------------------------------|--------------------------------------|---|------------------------------------|--------------------------|------------------------------|
| NSCUDD NSU | \$ 3,210,217 | \$ 2,967,694 | \$ 242,523 | \$ 3,210,217 | \$ 60,631 |
| NSCUDD Sumter Sanitation Fund | 346,351 | | 346,351 | 346,351 | 86,588 |
| Total NSCUDD | \$ 3,556,568 | \$ 2,967,694 | \$ 588,874 | \$ 3,556,568 | \$ 147,219 |

MOTION: Move to approve a total \$147,219 increase to the specifically identified Long Term Investment Portfolio funds above as of April 1, 2019.



AGENDA REQUEST

TO: Board of Directors
North Sumter County Utility Dependent District

FROM: Richard Baier, District Manager

DATE: 3/14/2019

SUBJECT: **Designation of Authorized Agents for District Utility Operations.**

ISSUE:

Designation of Authorized Agents for District Utility Operations.

ANALYSIS/INFORMATION:

Approval of appointing John (Trey) Arnett III and Brian Foulkes of Arnett Environmental LLC as Authorized Agents for all matters relating to the utility operations of the District owned utilities. This appointment shall include, but not be limited to, execution of regulatory documents, execution of utility service agreements, and approval of quotes obtained in accordance with District purchasing guidelines.

This authorization will remain in effect until further action is taken by the Board of Supervisors to rescind the appointment.

STAFF RECOMMENDATION:

Staff requests approval of appointing John (Trey) Arnett III and Brian Foulkes of Arnett Environmental LLC as Authorized Agents for all matters relating to the utility operations of the District owned utilities.

MOTION:

Motion to approve the appointment of John (Trey) Arnett III and Brian Foulkes of Arnett Environmental LLC as Authorized Agents for all matters relating to the utility operations of the District owned utilities.

ATTACHMENTS:

| Description | Type |
|-----------------|------------|
| ☐ Authorization | Cover Memo |



March 14, 2019

RE: Designation of Authorized Agents for District Utility Operations

To Whom It May Concern:

At the regular meeting of the Board of Supervisors of North Sumter County Utility Dependent District held on March 14, 2019, the Board voted to appoint John (Trey) Arnett III and Brian Foulkes of Arnett Environmental LLC as their Authorized Agents for all matters relating to the utility operations of the District. This appointment shall include, but not be limited to, execution of regulatory documents, execution of utility service agreements, and approval of quotes obtained in accordance with District purchasing guidelines.

This authorization will remain in effect until further action is taken by the Board of Supervisors to rescind the appointment.

Richard Baier
District Manager



AGENDA REQUEST

TO: Board of Directors
North Sumter County Utility Dependent District

FROM: Mark LaRock, Purchasing Director; Melissa Schaar, Purchasing Buyer

DATE: 3/14/2019

SUBJECT: Award of Invitation to Bid (ITB) # 19B-006 NSU WWTP Headworks Channel Coatings

ISSUE:

Review and approval of recommendation of award for Invitation to Bid (ITB) #19B-006 NSU WWTP Headworks Channel Coatings

ANALYSIS/INFORMATION:

On January 16, 2019, staff issued an Invitation to Bid for #19B-006 NSU WWTP Headworks Channel Coatings which includes all labor, equipment, tools, services and incidentals to complete all work required such as surface preparation activities and application of calcium aluminate coating.

Nine (9) Contractors submitted responses to the ITB. Staff determined Shamrock Restoration Services, Inc. to be the lowest, most responsive and responsible Bidder. All references provided by the Contractor were verified and represented an overall positive response. The BID tabulation result is as follows:

| CONTRACTORS | BID TOTAL |
|-------------------------------------|----------------------------|
| Shamrock Restoration Services, Inc. | \$61,160.00 |
| Exeletech Coating & Applications | \$64,584.00 |
| Razorback, LLC | \$75,000.00 |
| US Water Services Corporation | \$98,125.00 |
| Worth Contracting, Inc. | \$105,200.00 |
| Intercounty Engineering, Inc. | \$191,370.00 |
| Engineered Spray Solutions (ESS) | Rejected as non-responsive |
| E&D Contracting Services, Inc. | Rejected as non-responsive |
| Utility Technicians, Inc. | Rejected as non-responsive |

BUDGET IMPACT:

Approved in the FY18-19 Budget was \$65,000.00 for the WWTP Headworks Channel Coating project

reflecting a savings of \$3,840.00 (5.91%).

STAFF RECOMMENDATION:

Staff is requesting approval of a recommendation of award for ITB #19B-006 NSU WWTP Headworks Channel Coatings to Shamrock Restoration Services, Inc. in the total amount of \$61,160.00 based on the pricing reflected in Exhibit “A”

MOTION:

Motion to approve award of ITB #19B-006 NSU WWTP Headworks Channel Coatings to Shamrock Restoration Services, Inc. in the amount of \$61,160.00 based on the pricing in Exhibit “A”; and authorize the Chairman/Vice-Chairman to sign the Agreement

ATTACHMENTS:

| Description | | Type |
|-------------|--------------------|---------|
| ☐ | Agreement #19B-006 | Exhibit |
| ☐ | Exhibit A | Exhibit |

**AGREEMENT FOR SERVICES
BETWEEN NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT AND
SHAMROCK RESTORATION SERVICES, INC. FOR NSU WWTP HEADWORKS
CHANNEL COATING
ITB #19B-006**

THIS AGREEMENT is made this 14th day of March 2019, by and between **NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT** (hereafter referred to as "District"), whose address is 984 Old Mill Run, The Villages, Florida 32162, and **SHAMROCK RESTORATION SERVICES, INC.** (hereafter referred to as "Contractor"), whose address is 27091 Osage Street Brooksville, FL 34601

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring bids for the coating of headworks channel at its NSU wastewater treatment plant and wishes to enter into an agreement with a party capable of providing such services; and

WHEREAS, Contractor provides said services and wishes to enter into a contract whereby the Contractor performs services for the District in consideration of payments from the District to the Contractor;

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

- I. Materials, Services and Labor: That for and in consideration of the mutual promises and covenants hereinafter contained, together with the monetary considerations hereinafter recited, the CONTRACTOR shall furnish all labor, services and materials for the NSU WWTP Headworks Channel Coating, Invitation to Bid (BID) #19B-006. All work and labor shall be done in accordance with the plans and specifications as provided to the Contractor for the BID and all incidental and necessary work thereto.
- II. Agreement Price: In consideration of the work, labor and services to be furnished by the CONTRACTOR, in accordance with said plans and specifications, the DISTRICT agrees to pay the CONTRACTOR, upon completion and acceptance thereof by the DISTRICT, the total Agreement price of Sixty-One Thousand, One Hundred Sixty Dollars and 00/100 (\$61,160.00) as evidenced by Exhibit "A" to this Agreement.
- III. Agreement Documents:
 - a. Invitation to Bid
 - b. Instructions, Terms, and Conditions
 - c. Bid Forms
 - d. Bidder's Certification
 - e. Statement of Terms and Conditions
 - f. Drug Free Workplace Certificate
 - g. Public Records Act/Chapter 119 Requirements
 - h. Statement of Contractor's Experience, Equipment & Personnel
 - i. E-Verify Contractor/Subcontractor Affidavit
 - j. Scope of Work / Specifications
 - k. Plans / Drawings
 - l. Agreement
 - m. Permits / Licenses
 - n. All Addenda Issued Prior to Bid Opening Date
 - o. All Modifications and Change Orders Issued
 - p. Notice of Award / Notice to Proceed

- IV. Insurance: Before performing any contract work, the CONTRACTOR shall procure and maintain during the life of the contract the insurance listed below.
- a. General Liability. Contractor shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the Contractor, sub consultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. District(s) shall be named as Additional Insured.
 - b. Automobile Liability Insurance covering all automobiles and trucks the Contractor may use in connection with this BID. The limit of liability for this coverage shall be a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. District(s) shall be named as Additional Insured.
 - c. Excess Liability Insurance (Umbrella Policy) may compensate for a deficiency in general liability or automobile insurance coverage limits.
 - d. Waiver of Subrogation: By entering into any contract as a result of this BID, Contractor agrees to a Waiver of Subrogation for each policy required above.
 - e. Workers' Compensation Insurance, as required by the State of Florida. As required by the State of Florida. Contractor and any sub consultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. Contractor must provide certificate of insurance showing Worker's Compensation coverage.
 - f. Certificate(s) shall be dated and show:
 - i. The name of the insured Contractor, the specified job by name and/or BID number, the name of the insurer, the number of the policy, its effective date and its termination date.
 - ii. Statement that the insurer will mail notice to the District at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - iii. Subrogation of Waiver clause.
 - iv. The Villages Community Development District and any other governmental agencies using this agreement in cooperation with the District shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.
 - v. The Contractor shall require of each its sub consultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its sub consultants and/or subcontractors in its policy as described above.
 - vi. All insurance policies shall be written on companies authorized to do business in the State of Florida.
- V. Contractor's Affidavit: When all work contemplated by the Contract has been completed, inspected and approved by the DISTRICT, the CONTRACTOR shall furnish to the DISTRICT the CONTRACTOR's affidavit as required by the Construction Lien Law, Florida Statutes Ch. 713. Signed Release of Lien may also be required by the DISTRICT at its option.
- VI. Warranty: The CONTRACTOR warrants to the DISTRICT that all materials and equipment furnished under the contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and the work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. The CONTRACTOR's warranty excludes

remedy for damage or defect cause by abuse or modifications not executed the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

- a. All labor and materials shall be under CONTRACTOR warranty for a period of one (1) year. Such warranty period shall be begin on the date of the final payment to CONTRACTOR by the DISTRICT is issued.
- VII. Correction of Work: The CONTRACTOR shall promptly correct or replace work rejected by the DISTRICT or work failing to conform to the requirements of the Contract Documents, whether observed before or after acceptance by the DISTRICT and whether or not fabricated, installed or completed. The CONTRACTOR shall bear costs of correcting such rejected work, including additional testing and inspections and any compensation for the services and expenses made necessary thereby. If within one (1) year after the date of acceptance any of the work is found to be not in accordance with the requirements of the Construction Documents, the CONTRACTOR shall correct it promptly after receipt of written notice from the DISTRICT to do so unless the DISTRICT has previously given the CONTRACTOR a written acceptance of such condition. The obligation under this paragraph shall survive the termination of this contract. The DISTRICT shall give such notice promptly after discovery of the condition.
- VIII. Payment: Upon certification and approval by the DISTRICT, payment may be made to the CONTRACTOR upon CONTRACTOR's application for all services or work completed or materials furnished in accordance with the Contract. CONTRACTOR shall submit all application for payments by the first of the month for services provided the preceding month. All pay requests shall be submitted to the DISTRICT on an AIA Document G702 "Application and Certificate for Payment" (or equivalent). All applications for payment must be submitted to the DISTRICT's representative for Certification and must be delivered to:
- North Sumter County Utility Dependent District
Attn: Richard Baier
984 Old Mill Run
The Villages, Florida 32162
- Payment by the DISTRICT will made no later than forty-five (45) business days after the Application and Certificate for Payment (AIA Document G702) has been certified by the DISTRICT representative, per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218.735.
- If payment is not made by the DISTRICT to the CONTRACTOR within forty-five (45) days, CONTRACTOR may assess a late charge for the lesser of 1% per month, or the maximum rate permitted by law.
- IX. Time for Performance: Time is of the essence in the performance of this Contract. The CONTRACTOR specifically agrees that he will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Contract shall be completed within 90 calendar days, subject only to delays caused through no fault of the CONTRACTOR.
- X. Indemnification: To the fullest extent permitted by Florida Statute 725.06, Contractor shall indemnify and hold harmless the District and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolutions costs) arising out of or relating to the performance of the work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or

any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable. The monetary limitation on the extent of the indemnification by contractor shall be \$1 million dollars per occurrence.

- XI. Changes: No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by the parties hereto. In the event of any disagreement as to the provisions of this Contract with the plans and specifications that are made a part hereof by reference, the Contract shall prevail.
- XII. Liquidated Damages: The parties to this Agreement agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the DISTRICT for delay in the completion of the work provided for herein would be difficult to ascertain. Accordingly, the parties to the Agreement agree that the liquidated damages for each and every day that the time consumed in completing the work provided for in these Agreement Documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty.

The amount(s) of liquidated damages caused by the CONTRACTOR's delay will be deducted and retained out of the monies payable to the CONTRACTOR. If not so deducted, the CONTRACTOR and sureties for the CONTRACTOR shall be liable therefore.

The amount of liquidated damages to be assessed for each calendar day that final completion is delayed beyond the required date of completion per Paragraph IX of this Agreement shall be Two Hundred and 50/100 Dollars (\$250.00) per day.

XIII. Self Help By District

- a. 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. In addition, if the CONTRACTOR, for any reason, fails to perform any portion of the services required by the CONTRACTOR pursuant to this Agreement, the DISTRICT shall be entitled to deduct from any monies due or which may become due to CONTRACTOR the actual expenditures that are necessary to complete the services not performed.
- b. All costs and expenses incurred by DISTRICT pursuant to this section shall be deducted from monies due, or which may become due to CONTRACTOR for its obligations herein.
- c. 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.

XIV. Termination By The District

- a. The performance of work under this Agreement 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 Agreement is terminated, and the date the termination becomes effective.

b. After receipt of a Notice of Termination, and except as otherwise directed, CONTRACTOR shall:

c. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.

d. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of work under this Agreement.

e. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

f. 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.

g. Continue to perform under the terms of the Agreement as to that portion of the work not terminated by the Notice of Termination.

h. 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.

i. 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 Agreement price as reduced by the expenditures necessary to complete the job covered by this Agreement.

j. 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.

XV. General Conditions:

- a. The CONTRACTOR shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from CONTRACTOR's operations, including site cleanup and policing on a daily basis. The CONTRACTOR shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The CONTRACTOR shall ensure that all handling and disposal of refuse materials performed pursuant to this agreement is performed in compliance with all local, state and federal regulations. The CONTRACTOR shall provide CONTRACTOR's own dumpster(s) for the storage of such material, which shall be located in approved areas designated by the DISTRICT. The use of DISTRICT's dumpster(s) for any refuse disposal by the CONTRACTOR is strictly prohibited.
- b. All CONTRACTOR and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.

- c. CONTRACTOR shall be responsible for adhering to all local, state and federal safety guidelines and observe all safety precautions when performing services on DISTRICT property, roadways and right-of-ways to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the CONTRACTOR.
- d. CONTRACTOR acknowledges that the public may associate the CONTRACTOR as an employee of the DISTRICT while the CONTRACTOR performs services on the DISTRICT's property. CONTRACTOR agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICT's business operation.
- e. CONTRACTOR shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- f. The obligations of the Contractors 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.
- g. 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 expenses, 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.

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.

- h. 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.
- i. These Contract Documents constitute the entire understanding and Agreement 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 Agreement. 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 Agreement shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- j. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

XVI. Contractor's Representations: CONTRACTOR makes the following representations:

- a. 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.
- b. CONTRACTOR declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Contract Documents

relative thereto and has read all the addenda furnished prior to the bid, and that CONTRACTOR has satisfied himself relative to the work to be performed.

- c. CONTRACTOR has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.
- d. CONTRACTOR has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
- e. CONTRACTOR declares that submission of a bid 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.
- f. 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.
- g. E-Verification: As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and State of Florida Executive Order Number 11-116, the CONTRACTOR identified in this Agreement shall utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Agreement term by the CONTRACTOR to perform employment duties pursuant to the Agreement, within Florida; and all persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the Agreement 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 Agreement term by the CONTRACTOR to perform work or provide services pursuant to this Agreement with the DISTRICT. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the CONTRACTOR, solely, will be responsible and liable for any violations and or penalties associated with such violation.
- h. 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 proposal/bid on a contract/agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals/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. CONTRACTOR affirmatively represents that neither it or its owners, sub-contractor or sub-subcontractor are nor will be on the convicted vendor list during the term of this Agreement.
- i. 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**

IN WITNESS WHEREOF, said DISTRICT has caused this contract to be executed in its name by the Chairman of the NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT, attested by the clerk of said DISTRICT, and **SHAMROCK RESTORATION SERVICES, 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.

**NORTH SUMTER COUNTY UTILITY
DEPENDENT DISTRICT**

SHAMROCK RESTORATION SERVICES, INC.

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

Attest

Attest

REVISED - BID FORM
NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT
ITB #19B-006 NSU WWTP Headworks Channel Coating

SITE WORK

| ITEM | DESCRIPTION | QUANTITY | UNIT | AMOUNT |
|------------------|---|----------|------|--------------|
| 1 | Mobilization | 1 | LS | \$ 13,637.00 |
| 2 | Surface Preparation (estimated 1,775 sq ft)* | 1 | LS | \$ 18,374.00 |
| 3 | Concrete Coating (estimated 1,775 sq ft)* | 1 | LS | \$ 29,149.00 |
| BID TOTAL | | | | \$ 61,160.00 |

*Be advised that this is just an estimate and the District is requesting that each Contractor supply pricing based on their determination of square footage.

| Bid Alternate (Additional Services) | | | | | |
|--|---|-----------|------|------------|-------------|
| ITEM | DESCRIPTION | QUANTITY* | UNIT | UNIT PRICE | AMOUNT |
| 1 | <u>Repairs less than 0.5" in Depth</u> Repairs shall be cleaned and unsound concrete removed. Cementitious repair shall be required to create uniform wall surface and flow channel, in accordance with manufacturer requirements. | 100 | SF | 8.60 | \$ 860.00 |
| 2 | <u>Repairs from 0.5" to 1.5" in Depth</u> Repairs shall be cleaned and unsound concrete removed. Cementitious repair shall be required to create uniform wall surface and flow channel, in accordance with manufacturer requirements. | 100 | SF | 12.45 | \$ 1,245.00 |
| 3 | <u>Repairs from 1.5" to 3.0" in Depth</u> Repairs shall be cleaned and unsound concrete removed. Cementitious repair shall be required to create uniform wall surface and flow channel, in accordance with manufacturer requirements. | 100 | SF | 20.10 | \$ 2,010.00 |
| 4 | <u>Repairs greater than 3.0" in Depth</u> Repairs shall be cleaned and unsound concrete removed. All reinforcing steel shall be cleaned back to near white metal to remove any scale or corrosion prior to being assessed for deterioration. Where steel is sound cementitious repair shall be applied in accordance with coating manufacturer requirements. | 100 | SF | 29.40 | \$ 2,940.00 |
| 5 | <u>Repairs greater than 3.0" in Depth with reinforcement repair</u> Repairs shall be cleaned and unsound concrete removed. All reinforcing steel shall be cleaned back to near white metal to remove any scale or corrosion prior to being assessed for deterioration. Reinforcing steel will be replaced in accordance with District Structural engineering requirements, prior to cementitious repair. | 100 | SF | 38.57 | \$ 3,857.00 |

* For all repairs contractor shall provide a detailed sketch of each wall section delineating the area and type of repair. District shall inspect prior to repairs to determine quantities.

EXHIBIT A

NOTE(S):

- Bid prices shall include all labor and materials needed to complete the project per specifications. Bid will be awarded to one Contractor based on the lowest responsible and responsive Bidder. Bid evaluation to determine the lowest and responsive Bidder will include the Bid Total and Contractor's References.
- When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's bid documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your bid being declared non-responsive.
- All price information to be used in the Bid review must be on this Bid form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.
- The District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.
- It shall be the responsibility of the BIDDER to perform whatever test and/or calculations as are necessary to determine quantities required for the performance of the work described herein.
- Contractor shall confirm the quantity of materials needed for a complete project in conformance with the Scope of Services and specifications.
- Should certain additional work be required, or should the quantities submitted by the Contractor of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the Owner, the unit prices shall, at the option of the Owner, be the basis of payment to the Contractor or credit to the Owner, for such increase or decrease in the work.
- The Unit Prices shall represent the exact net amount per unit to be paid by the Owner (in the case of additions or increases) or to be refunded by the Contractor (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Contractor or Subcontractors, and no additional adjustments will be allowed.

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the North Sumter County Utility Dependent District in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Agreement Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid."

PANAGIOTIS SAMARTZIS, ESTIMATOR AUTH/REP

Authorized Agent Name, Title (Print)



Authorized Signature

2/18/19

Date

Name of Bidder's Firm:

SHAMROCK RESTORATION SERVICES INC.

This document must be completed and returned with your Submittal

EXHIBIT A

REVISED - BID FORM
NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT
ITB #19B-006 NSU WWTP Headworks Channel Coating

SITE WORK

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EXHIBIT A

NOTE(S):

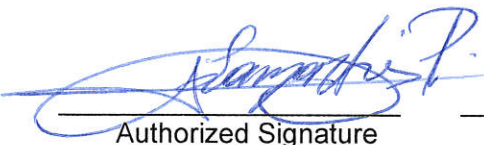
- Bid prices shall include all labor and materials needed to complete the project per specifications. Bid will be awarded to one Contractor based on the lowest responsible and responsive Bidder. Bid evaluation to determine the lowest and responsive Bidder will include the Bid Total and Contractor's References.
- When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's bid documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your bid being declared non-responsive.
- All price information to be used in the Bid review must be on this Bid form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.
- The District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.
- It shall be the responsibility of the BIDDER to perform whatever test and/or calculations as are necessary to determine quantities required for the performance of the work described herein.
- Contractor shall confirm the quantity of materials needed for a complete project in conformance with the Scope of Services and specifications.
- Should certain additional work be required, or should the quantities submitted by the Contractor of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the Owner, the unit prices shall, at the option of the Owner, be the basis of payment to the Contractor or credit to the Owner, for such increase or decrease in the work.
- The Unit Prices shall represent the exact net amount per unit to be paid by the Owner (in the case of additions or increases) or to be refunded by the Contractor (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Contractor or Subcontractors, and no additional adjustments will be allowed.

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the North Sumter County Utility Dependent District in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Agreement Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid."

PANAGIOTIS SAMARTZIS, ESTIMATOR AUTH/REP

Authorized Agent Name, Title (Print)



Authorized Signature

2/18/19

Date

Name of Bidder's Firm:

SHAMROCK RESTORATION SERVICES INC.

This document must be completed and returned with your Submittal

EXHIBIT A



AGENDA REQUEST

TO: Board of Directors
North Sumter County Utility Dependent District

FROM: Mark LaRock, Purchasing Director; Melissa Schaar, Purchasing Buyer

DATE: 3/14/2019

SUBJECT: **Award of Invitation to Bid (ITB) #19B-007 VWCA Nos. 7, 9 & 10 Wet Well Gate Replacements**

ISSUE:

Review and approval of recommendation of award for Invitation to Bid (ITB) #19B-007 VWCA Nos. 7, 9 & 10 Wet Well Gate Replacements

ANALYSIS/INFORMATION:

On January 16, 2019, staff issued an Invitation to Bid for #19B-007 VWCA Nos. 7, 9 & 10 Wet Well Gate Replacements which includes all labor, equipment, tools, services and incidentals to complete all work required such as the replacement of valves and wet well gates at VWCA Nos. 7, 9 & 10.

Three (3) Contractors submitted responses to the ITB. Staff determined Utility Technicians, Inc. to be the lowest, most responsive and responsible Bidder. All references provided by the Contractor were verified and represented an overall positive response. The BID tabulation result is as follows:

| CONTRACTORS | BID TOTAL |
|-------------------------------|------------------|
| Utility Technicians, Inc. | \$239,720.00 |
| Garney Companies, Inc. | \$262,000.00 |
| US Water Services Corporation | \$271,250.00 |

BUDGET IMPACT:

Approved in the FY18-19 Budget was \$258,000.00 for the Wet Well Gates Replacement projects for pump stations 7, 9 and 10 reflecting a savings of \$18,280.00 (7.08%).

STAFF RECOMMENDATION:

Staff is requesting approval of a recommendation of award for ITB #19B-007 VWCA Nos. 7, 9 & 10 Wet Well Gate Replacements to Utility Technicians, Inc. in the total amount of \$239,720.00 based on the pricing reflected in Exhibit "A"

MOTION:

Motion to approve award of ITB #19B-007 VWCA Nos. 7, 9 & 10 Wet Well Gate Replacements to Utility Technicians, Inc. in the amount of \$239,720.00 based on the pricing in Exhibit “A”; and authorize the Chairman/Vice-Chairman to sign the Agreement

ATTACHMENTS:

| Description | Type |
|----------------------|---------|
| ☐ Agreement #19B-007 | Exhibit |
| ☐ Exhibit A | Exhibit |

**AGREEMENT FOR SERVICES
BETWEEN NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT
AND UTILITY TECHNICIANS, INC. FOR VWCA NOS. 7, 9 & 10 WET WELL GATE
REPLACEMENT
ITB #19B-007**

THIS AGREEMENT is made this 14th day of March 2019, by and between **NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT** (hereafter referred to as "District"), whose address is 984 Old Mill Run, The Villages, Florida 32162, and **UTILITY TECHNICIANS, INC.** (hereafter referred to as "Contractor"), whose address is 630 Goodbar Ave. Umatilla, FL 32784

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring bids for replacement of wet well gates at VWCA and wishes to enter into an agreement with a party capable of providing such replacement services; and

WHEREAS, Contractor provides said services and wishes to enter into a contract whereby the Contractor performs services for the District in consideration of payments from the District to the Contractor;

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

- I. Materials, Services and Labor: That for and in consideration of the mutual promises and covenants hereinafter contained, together with the monetary considerations hereinafter recited, the CONTRACTOR shall furnish all labor, services and materials for the "VWCA Nos. 7, 9 and 10 Wet Well Gate Replacement", Invitation to Bid (BID) #19B-007. All work and labor shall be done in accordance with the plans and specifications as provided to the Contractor for the BID and all incidental and necessary work thereto.
- II. Agreement Price: In consideration of the work, labor and services to be furnished by the CONTRACTOR, in accordance with said plans and specifications, the DISTRICT agrees to pay the CONTRACTOR, upon completion and acceptance thereof by the DISTRICT, the total Agreement price of Two Hundred Thirty-Nine Thousand, Seven Hundred Twenty Dollars and 00/100 (\$239,720.00) as evidenced by Exhibit "A" to this Agreement.
- III. Agreement Documents:
 - a. Invitation to Bid
 - b. Instructions, Terms, and Conditions
 - c. Bid Forms
 - d. Bidder's Certification
 - e. Statement of Terms and Conditions
 - f. Drug Free Workplace Certificate
 - g. Public Records Act/Chapter 119 Requirements
 - h. Statement of Contractor's Experience, Equipment & Personnel
 - i. E-Verify Contractor/Subcontractor Affidavit
 - j. Scope of Work / Specifications
 - k. Plans / Drawings
 - l. Agreement
 - m. Permits / Licenses
 - n. All Addenda Issued Prior to Bid Opening Date
 - o. All Modifications and Change Orders Issued
 - p. Notice of Award / Notice to Proceed

- IV. Insurance: Before performing any contract work, the CONTRACTOR shall procure and maintain during the life of the contract the insurance listed below.
- a. General Liability. Contractor shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the Contractor, sub consultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. District(s) shall be named as Additional Insured.
 - b. Automobile Liability Insurance covering all automobiles and trucks the Contractor may use in connection with this BID. The limit of liability for this coverage shall be a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. District(s) shall be named as Additional Insured.
 - c. Excess Liability Insurance (Umbrella Policy) may compensate for a deficiency in general liability or automobile insurance coverage limits.
 - d. Waiver of Subrogation: By entering into any contract as a result of this BID, Contractor agrees to a Waiver of Subrogation for each policy required above.
 - e. Workers' Compensation Insurance, as required by the State of Florida. As required by the State of Florida. Contractor and any sub consultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. Contractor must provide certificate of insurance showing Worker's Compensation coverage.
 - f. Certificate(s) shall be dated and show:
 - i. The name of the insured Contractor, the specified job by name and/or BID number, the name of the insurer, the number of the policy, its effective date and its termination date.
 - ii. Statement that the insurer will mail notice to the District at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - iii. Subrogation of Waiver clause.
 - iv. The Villages Community Development District and any other governmental agencies using this agreement in cooperation with the District shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.
 - v. The Contractor shall require of each its sub consultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its sub consultants and/or subcontractors in its policy as described above.
 - vi. All insurance policies shall be written on companies authorized to do business in the State of Florida.
- V. Contractor's Affidavit: When all work contemplated by the Contract has been completed, inspected and approved by the DISTRICT, the CONTRACTOR shall furnish to the DISTRICT the CONTRACTOR's affidavit as required by the Construction Lien Law, Florida Statutes Ch. 713. Signed Release of Lien may also be required by the DISTRICT at its option.
- VI. Warranty: The CONTRACTOR warrants to the DISTRICT that all materials and equipment furnished under the contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and the work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. The CONTRACTOR's warranty excludes remedy for

damage or defect cause by abuse or modifications not executed the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

- a. All labor and materials shall be under CONTRACTOR warranty for a period of one (1) year. Such warranty period shall be begin on the date of the final payment to CONTRACTOR by the DISTRICT is issued.
- VII. Correction of Work: The CONTRACTOR shall promptly correct or replace work rejected by the DISTRICT or work failing to conform to the requirements of the Contract Documents, whether observed before or after acceptance by the DISTRICT and whether or not fabricated, installed or completed. The CONTRACTOR shall bear costs of correcting such rejected work, including additional testing and inspections and any compensation for the services and expenses made necessary thereby. If within one (1) year after the date of acceptance any of the work is found to be not in accordance with the requirements of the Construction Documents, the CONTRACTOR shall correct it promptly after receipt of written notice from the DISTRICT to do so unless the DISTRICT has previously given the CONTRACTOR a written acceptance of such condition. The obligation under this paragraph shall survive the termination of this contract. The DISTRICT shall give such notice promptly after discovery of the condition.
- VIII. Payment: Upon certification and approval by the DISTRICT, payment may be made to the CONTRACTOR upon CONTRACTOR's application for all services or work completed or materials furnished in accordance with the Contract. CONTRACTOR shall submit all application for payments by the first of the month for services provided the preceding month. All pay requests shall be submitted to the DISTRICT on an AIA Document G702 "Application and Certificate for Payment" (or equivalent). All applications for payment must be submitted to the DISTRICT's representative for Certification and must be delivered to:
- North Sumter County Utility Dependent District
Attn: Richard Baier
984 Old Mill Run
The Villages, Florida 32162
- Payment by the DISTRICT will made no later than forty-five (45) days after the Application and Certificate for Payment (AIA Document G702) has been certified by the DISTRICT representative, per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218.735.
- If payment is not made by the DISTRICT to the CONTRACTOR within forty-five (45) days, CONTRACTOR may assess a late charge for the lesser of 1% per month, or the maximum rate permitted by law.
- IX. Time for Performance: Time is of the essence in the performance of this Contract. The CONTRACTOR specifically agrees that he will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Contract shall be completed within 120 calendar days, subject only to delays caused through no fault of the CONTRACTOR.
- X. Indemnification: To the fullest extent permitted by Florida Statute 725.06, Contractor shall indemnify and hold harmless the District and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolutions costs) arising out of or relating to the performance of the work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose

acts any of them may be liable. The monetary limitation on the extent of the indemnification by contractor shall be \$1 million dollars per occurrence.

- XI. Changes: No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by the parties hereto. In the event of any disagreement as to the provisions of this Contract with the plans and specifications that are made a part hereof by reference, the Contract shall prevail.
- XII. Liquidated Damages: The parties to this Agreement agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the DISTRICT for delay in the completion of the work provided for herein would be difficult to ascertain. Accordingly, the parties to the Agreement agree that the liquidated damages for each and every day that the time consumed in completing the work provided for in these Agreement Documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty.

The amount(s) of liquidated damages caused by the CONTRACTOR's delay will be deducted and retained out of the monies payable to the CONTRACTOR. If not so deducted, the CONTRACTOR and sureties for the CONTRACTOR shall be liable therefore.

The amount of liquidated damages to be assessed for each calendar day that final completion is delayed beyond the required date of completion per Paragraph IX of this Agreement shall be Two Hundred and 50/100 Dollars (\$250.00) per day.

XIII. Self Help By District

- a. 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. In addition, if the CONTRACTOR, for any reason, fails to perform any portion of the services required by the CONTRACTOR pursuant to this Agreement, the DISTRICT shall be entitled to deduct from any monies due or which may become due to CONTRACTOR the actual expenditures that are necessary to complete the services not performed.
- b. All costs and expenses incurred by DISTRICT pursuant to this section shall be deducted from monies due, or which may become due to CONTRACTOR for its obligations herein.
- c. 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.

XIV. Termination By The District

- a. The performance of work under this Agreement 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 Agreement is terminated, and the date the termination becomes effective.
- b. After receipt of a Notice of Termination, and except as otherwise directed, CONTRACTOR shall:

- c. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
- d. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of work under this Agreement.
- e. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- f. 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.
- g. Continue to perform under the terms of the Agreement as to that portion of the work not terminated by the Notice of Termination.
- h. 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.
- i. 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 Agreement price as reduced by the expenditures necessary to complete the job covered by this Agreement.
- j. 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.

XV. General Conditions:

- a. The CONTRACTOR shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from CONTRACTOR's operations, including site cleanup and policing on a daily basis. The CONTRACTOR shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The CONTRACTOR shall ensure that all handling and disposal of refuse materials performed pursuant to this agreement is performed in compliance with all local, state and federal regulations. The CONTRACTOR shall provide CONTRACTOR's own dumpster(s) for the storage of such material, which shall be located in approved areas designated by the DISTRICT. The use of DISTRICT's dumpster(s) for any refuse disposal by the CONTRACTOR is strictly prohibited.
- b. All CONTRACTOR and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.
- c. CONTRACTOR shall be responsible for adhering to all local, state and federal safety guidelines and observe all safety precautions when performing services on DISTRICT property, roadways and right-of-ways to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the CONTRACTOR.

- d. CONTRACTOR acknowledges that the public may associate the CONTRACTOR as an employee of the DISTRICT while the CONTRACTOR performs services on the DISTRICT's property. CONTRACTOR agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICT's business operation.
- e. CONTRACTOR shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- f. The obligations of the Contractors 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.
- g. 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 expenses, 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.

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.

- h. 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.
- i. These Contract Documents constitute the entire understanding and Agreement 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 Agreement. 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 Agreement shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- j. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

XVI. Contractor's Representations: CONTRACTOR makes the following representations:

- a. 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.
- b. CONTRACTOR declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Contract Documents relative thereto and has read all the addenda furnished prior to the bid, and that CONTRACTOR has satisfied himself relative to the work to be performed.
- c. CONTRACTOR has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of

work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.

- d. CONTRACTOR has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
- e. CONTRACTOR declares that submission of a bid 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.
- f. 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.
- g. E-Verification: As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and State of Florida Executive Order Number 11-116, the CONTRACTOR identified in this Agreement shall utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Agreement term by the CONTRACTOR to perform employment duties pursuant to the Agreement, within Florida; and all persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the Agreement 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 Agreement term by the CONTRACTOR to perform work or provide services pursuant to this Agreement with the DISTRICT. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the CONTRACTOR, solely, will be responsible and liable for any violations and or penalties associated with such violation.
- h. 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 proposal/bid on a contract/agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals/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. CONTRACTOR affirmatively represents that neither it or its owners, sub-contractor or sub-subcontractor are nor will be on the convicted vendor list during the term of this Agreement.
- i. 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**

IN WITNESS WHEREOF, said DISTRICT has caused this contract to be executed in its name by the Chairman of the **NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT**, attested by the clerk of said DISTRICT, and **UTILITY TECHNICIANS, 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.

**NORTH SUMTER COUNTY UTILITY
DEPENDENT DISTRICT**

By: _____

Print Name

Print Title

Date

Attest

UTILITY TECHNICIANS, INC.

By: _____

Print Name

Print Title

Date

Attest

BID FORM

North Sumter County Utility Dependent District

VWCA #7, #9 & #10 Wet Well Gate Replacements

SITE WORK

| ITEM | DESCRIPTION | QUANTITY | UNIT | AMOUNT |
|-----------|---------------------------------------|----------|------|--------------|
| 1 | General Condition, Bonds, & Insurance | 1 | LS | \$8,480.00 |
| 2 | Replace wet well gate at VWCA No. 7 | 1 | EA | \$77,080.00 |
| 3 | Replace wet well gate at VWCA No. 9 | 1 | EA | \$77,080.00 |
| 4 | Replace wet well gate at VWCA No. 10 | 1 | EA | \$77,080.00 |
| BID TOTAL | | | | \$239,720.00 |

NOTE(S):

- Bid prices shall include all labor and materials needed to complete the project per specifications. Bid will be awarded to one Contractor based on the lowest responsible and responsive Bidder. Bid evaluation to determine the lowest and responsive Bidder will include the Bid Total and Contractor's References.
- When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's bid documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your bid being declared non-responsive.
- All price information to be used in the Bid review must be on this Bid form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.
- The District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.
- It shall be the responsibility of the BIDDER to perform whatever test and/or calculations as are necessary to determine quantities required for the performance of the work described herein.
- Contractor shall confirm the quantity of materials needed for a complete project in conformance with the Scope of Services and specifications.
- Should certain additional work be required, or should the quantities submitted by the Contractor of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the Owner, the unit prices shall, at the option of the Owner, be the basis of payment to the Contractor or credit to the Owner, for such increase or decrease in the work.
- The Unit Prices shall represent the exact net amount per unit to be paid by the Owner (in the case of additions or increases) or to be refunded by the Contractor (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Contractor or Subcontractors, and no additional adjustments will be allowed.

Village Community Development Districts
Purchasing Department

EXHIBIT A

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the North Sumter County Utility Dependent District in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Agreement Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid."

H. Scott Purvis, Vice President
Authorized Agent Name, Title (Print)


Authorized Signature

2/20/19
Date

Name of Bidder's Firm:

Utility Technicians, Inc.

This document must be completed and returned with your Submittal

BID FORM

North Sumter County Utility Dependent District

VWCA #7, #9 & #10 Wet Well Gate Replacements

SITE WORK

| ITEM | DESCRIPTION | QUANTITY | UNIT | AMOUNT |
|-----------|---------------------------------------|----------|------|--------------|
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| 4 | Replace wet well gate at VWCA No. 10 | 1 | EA | \$77,080.00 |
| BID TOTAL | | | | \$239,720.00 |

NOTE(S):

- Bid prices shall include all labor and materials needed to complete the project per specifications. Bid will be awarded to one Contractor based on the lowest responsible and responsive Bidder. Bid evaluation to determine the lowest and responsive Bidder will include the Bid Total and Contractor's References.
- When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's bid documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your bid being declared non-responsive.
- All price information to be used in the Bid review must be on this Bid form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.
- The District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.
- It shall be the responsibility of the BIDDER to perform whatever test and/or calculations as are necessary to determine quantities required for the performance of the work described herein.
- Contractor shall confirm the quantity of materials needed for a complete project in conformance with the Scope of Services and specifications.
- Should certain additional work be required, or should the quantities submitted by the Contractor of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the Owner, the unit prices shall, at the option of the Owner, be the basis of payment to the Contractor or credit to the Owner, for such increase or decrease in the work.
- The Unit Prices shall represent the exact net amount per unit to be paid by the Owner (in the case of additions or increases) or to be refunded by the Contractor (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Contractor or Subcontractors, and no additional adjustments will be allowed.

Village Community Development Districts
Purchasing Department

EXHIBIT A

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the North Sumter County Utility Dependent District in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Agreement Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid."

H. Scott Purvis, Vice President
Authorized Agent Name, Title (Print)


Authorized Signature

2/20/19
Date

Name of Bidder's Firm:

Utility Technicians, Inc.

This document must be completed and returned with your Submittal



AGENDA REQUEST

TO: Board of Directors
North Sumter County Utility Dependent District

FROM: Richard Baier, District Manager

DATE: 3/14/2019

SUBJECT: **Approval of Amendment 1 to Additional Services – Performance of Certain Annual Capital Improvement Projects**

ISSUE:

The Approval of Amendment 1 to Additional Services – Performance of Certain Annual Capital Improvement Projects in the Agreement with Operations Management International, Inc. (JACOBS/CH2M/OMI) for North Sumter County Utility Dependent District for the fiscal year 2018-2019.

ANALYSIS/INFORMATION:

Pursuant to Article 3.02 – Additional Services, in the agreement dated August 20, 2013 between Operations Management International, Inc. and North Sumter County Utility Dependent District, staff has negotiated a contract addendum for additional services and compensation for the performance of certain agreed upon capital improvement projects. Many of the projects can be self-performed by JACOBS staff, thereby reducing District time and resources for the procurement and oversight process.

On September 20, 2018, this Board approved a contract addendum for the FY 18/19 for additional services and compensation for supplies, project oversight, and accompanying inventory management for – Performance of Certain Annual Capital Improvement Projects. Amendment 1 will include two projects that have been identified as additional services.

This agreement allows for an 8% markup for project administration overhead, including but not limited to purchasing, inventory, accounts payable, invoicing, and management. This project administration is included in the budget amounts for each Capital Improvement Project as listed in the approved FY 18/19 Budget, however a request has been made by Operations Management International, Inc. (JACOBS/CH2M/OMI) to increase Project 1 as listed on the attached Amendment by \$16,200 as their original quote was insufficient. Sufficient funds are available in the FY 18/19 Capital Improvement Budget to cover this increase.

STAFF RECOMMENDATION:

Staff requests approval of Amendment 1 to Additional Services – Performance of Certain Annual Capital Improvement Projects in the Agreement with Operations Management International, Inc.

(JACOBS/CH2M/OMI) and North Sumter County Utility Dependent District for services provided to NSU & VWCA.

MOTION:

Motion to approve Amendment 1 to Additional Services – Performance of Certain Annual Capital Improvement Projects in the Agreement with Operations Management International, Inc. (JACOBS/CH2M/OMI), and authorize the Chairman or Vice Chairman to execute the Agreement.

ATTACHMENTS:

| Description | Type |
|---------------|------------|
| ▣ Amendment 1 | Cover Memo |

CLIENT: North Sumter County Utility Dependent District

PROJECT NAME: North Sumter Utility
Villages Water Conservation Authority

PROJECT NO.: 479266 and 479274

Task Order No. 1 Amendment 1

Date: March 4, 2019

This Task Order is made pursuant to and subject to the provisions of Section 3.02 Additional Services in the Agreement between the North Sumter County Utility Dependent District and Operations Management International, Inc. ("Contractor") dated August 20, 2013 (the "Agreement") for the purpose of applying the terms and conditions of the Service Agreement to the subject matter of this task order.

Background

The District will have Capital Improvement Projects annually that the Contractor can perform as Additional Services to the Agreement.

Subject matter of interpretation or clarification

The Contractor will provide a manager for oversight of the program and additional staff or subcontractors required to complete Capital Improvement Projects to the standards of Section 3.03 of the Agreement. If a subcontractor is utilized for a portion of any project where the subcontractor's fees exceed Ten Thousand Dollars (\$10,000), a minimum of three quotes will be obtained to ensure the best interest of the District. The District also reserves the right to cancel any and/or all noted project(s).

Agree resolution

The following Capital Improvement Projects have been agreed-upon for the Fiscal Year beginning October 1, 2018 and ending on September 30, 2019:

- | | | |
|-----------------------|-------------|----------------------|
| 1. NSU WTP #3 Well #8 | NS-WS03-19 | Pump & Motor Rebuild |
| 2. VWCA #8 | VW-PS-02-19 | Pump & Motor Rebuild |

Pricing

The fees for the Additional Services will be time and material not to exceed based with the Contractor's flat labor fee and the actual cost of materials, equipment, and subcontracts plus 8% markup for administrative costs.

The total fee including markup for each CIP shall not exceed the budget limits for each project listed below without prior authorization from the District:

- | | | | |
|-----------------------|-------------|----------------------|-------------|
| 1. NSU WTP #3 Well #8 | NS-WS03-19 | Pump & Motor Rebuild | \$32,200.00 |
| 2. VWCA #8 | VW-PS-02-19 | Pump & Motor Rebuild | \$16,000.00 |

| | |
|---------------------------------------|-------------|
| Total NSCUDD CIP 2018/19 Budget Limit | \$48,200.00 |
|---------------------------------------|-------------|

The NSU WTP #3 Well #8 project was initially budgeted at \$16,000. Based on recent quotes this budget is insufficient, therefore with this proposal Contractor is requesting an increase of \$16,200 for a new project budget of \$32,200.

Billing and Payment Terms

The Client shall be billed for these additional services on a monthly basis for each job location completed in that month. Payment will be due and payable within thirty (30) days following receipt of Contractor's invoice. Appropriate backup documentation shall be provided for Contractor's cost of materials, equipment, and subcontracts.

Approvals

Operations Management International, Inc



North Sumter County Development District



AGENDA REQUEST

TO: Board of Directors
North Sumter County Utility Dependent District

FROM: Anne Hochsprung, Finance Director

DATE: 3/14/2019

SUBJECT: **Financial Statements**

ISSUE: Budget to Actual Statements as of January 31, 2019

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

| Description | Type |
|--------------------|------------|
| ▣ Budget to Actual | Cover Memo |
| ▣ Cash Sheet | Cover Memo |

| NORTH SUMTER UTILITY FUND | | | | | | | |
|--|------------------------------------|----------------------|----------------------|---------------------|------------------------|--------------------------|-----------|
| OPERATING BUDGET | | | | | | | |
| BUDGET TO ACTUAL STATEMENT AS OF: January 31, 2019 (Unaudited) | | | | | | | |
| Four (4) Months of Operations- 33.33% of Year | | | | | | | |
| | | | | | | | |
| Account Number | Description of Account | Annual Budget | Current Month Actual | Year-to-Date Actual | Year-to-Date Variance | Percent of Annual Budget | Footnotes |
| | REVENUES: | | | | Over/(Under) | | |
| 341910 | Sales Tax Collection Allowance | - | 7 | 27 | 27 | 0.00% | |
| 341911 | Lien Fees | - | - | 30 | 30 | 0.00% | |
| 341999 | Misc Revenue | 10,000 | - | 1,382 | (8,618) | 13.82% | |
| 343601 | Water Fees - Residential | 4,173,600 | 352,000 | 1,369,977 | (2,803,623) | 32.82% | |
| 343602 | Water Fees - Commercial | 308,100 | 26,189 | 103,907 | (204,193) | 33.73% | |
| 343603 | Sewer Fees - Residential | 6,921,100 | 599,676 | 2,318,210 | (4,602,890) | 33.49% | |
| 343604 | Sewer Fees - Commercial | 524,500 | 44,807 | 173,302 | (351,198) | 33.04% | |
| 343607 | Meters Impact Fees | - | - | 68 | 68.00 | 0.00% | |
| 343609 | Reconnect Fees | 7,000 | 969 | 3,420 | (3,580) | 48.86% | |
| 343610 | Fire Protection Water | 83,600 | 7,115 | 28,286 | (55,314) | 33.83% | |
| 343611 | Metered Irrigation Water | 9,394,800 | 644,377 | 3,272,542 | (6,122,258) | 34.83% | |
| 343612 | Metered Construction Water | 500 | 90 | 720 | 220 | 144.00% | A |
| 343613 | Returned Check Fees (\$25) | 3,000 | 348 | 953 | (2,047) | 31.77% | |
| 343615 | Other Misc Water & Sewer | 12,000 | 250 | 5,371 | (6,629) | 44.76% | B |
| 343616 | Utility Late Penalty Fee | 18,000 | 1,501 | 6,522 | (11,478) | 36.23% | |
| 361102 | Int Income - Cash Equiv | 131,500 | 38,706 | 139,979 | 8,479 | 106.45% | C |
| 361103 | Int Income - USB | 100,000 | 23,079 | 59,381 | (40,619) | 59.38% | C |
| 362007 | Lease Revenue | 219,800 | 18,557 | 73,289 | (146,511) | 33.34% | |
| 365001 | Sales of Surplus Material & Sc | 19,000 | - | 5,633 | (13,367) | 29.65% | |
| | Total Revenues: | \$ 21,926,500 | \$ 1,757,671 | \$ 7,562,999 | \$ (14,363,501) | 34.49% | |
| 361306 | FLGIT-Unrealized Gain/Loss | - | 23,631 | 38,822 | 38,822 | 0.00% | D |
| 361307 | LTP Unrealized Gain/Loss | - | (126,340) | (253,505) | (253,505) | 0.00% | D |
| 361309 | FLFIT-Unrealized Gain/Loss | - | 1,586 | (1,022) | (1,022) | 0.00% | C |
| 361404 | FMIvT-Realized Gain/Loss | - | 49 | 49 | 49 | 0.00% | E |
| 361409 | FLFIT-Realized Gain/Loss | - | 8,186 | 31,096 | 31,096 | 0.00% | C |
| | Total Available Resources: | \$ 21,926,500 | \$ 1,664,783 | \$ 7,378,439 | \$ (14,548,061) | 33.65% | |
| | EXPENDITURES: | | | | Under/(Over) | | |
| 511111 | Executive Salaries | \$ 16,584 | \$ 921 | \$ 1,184 | \$ 15,400 | 7.14% | F |
| 511211 | Social Security Taxes | 1,027 | 57 | 73 | 954 | 7.11% | F |
| 511212 | Medicare Taxes | 240 | 13 | 17 | 223 | 7.08% | F |
| 511241 | Worker's Compensation | 46 | 16 | 38 | 8 | 82.61% | G |
| | Subtotal Personnel Services | \$ 17,897 | \$ 1,007 | \$ 1,312 | \$ 16,585 | 7.33% | |
| 536311 | Management Fees | ** \$ 738,507 | \$ 61,542 | \$ 246,171 | \$ 492,336 | 33.33% | |
| 536312 | Engineering Services | *** 324,395 | 22,699 | 68,218 | 256,177 | 21.03% | |
| 514313 | Legal Services | 15,000 | 274 | 1,232 | 13,768 | 8.21% | F |
| 536318 | Technology Services | ** 60,110 | 5,009 | 20,038 | 40,072 | 33.34% | |
| 536319 | Other Professional Services | 65,119 | 1,376 | 4,252 | 60,867 | 6.53% | |
| 536321 | Accounting Services | 2,000 | - | - | 2,000 | 0.00% | |
| 536322 | Auditing Services | 13,040 | - | 2,797 | 10,243 | 21.45% | |
| 536323 | Trustee Services | 15,497 | - | 14,258 | 1,239 | 92.00% | H |
| 536343 | Systems Management Support | 13,088 | 27 | 575 | 12,513 | 4.39% | |
| 536349 | Misc Contractual Services | 2,956,659 | 229,017 | 916,285 | 2,040,374 | 30.99% | |

| NORTH SUMTER UTILITY FUND | | | | | | |
|--|---|-----------------------------|-------------------------|------------------------|---------------------|-------|
| OPERATING BUDGET | | | | | | |
| BUDGET TO ACTUAL STATEMENT AS OF: January 31, 2019 (Unaudited) | | | | | | |
| Four (4) Months of Operations- 33.33% of Year | | | | | | |
| | | Balance Forward 09/30/18 | Current Month Actual | Year to Date Actual | Current Balance | |
| Fund Balance Analysis: | | | | | | |
| | Net Position Restricted R&R Reserve | \$ 416,334 | \$ - | \$ - | \$ 416,334 | |
| | Unrestricted Unreserved | (9,117,050) | - | - | (9,117,050) | |
| | Net Position Unrestricted R&R General | 10,785,681 | 250,000 | 1,000,000 | 11,785,681 | |
| | Current Fund Balance | - | 11,309 | (1,800,516) | (1,800,516) | |
| | Total Fund Balance | \$ 2,084,965 | \$ 261,309 | \$ (800,516) | \$ 1,284,449 | |
| Footnotes: | | | | | | |
| A. | NSU charges \$90.00 per new home sale. | | | | | |
| B: | Majority of revenue is from Back Flow Non-Compliance fees for commercial accounts. | | | | | |
| C: | Interest Income includes monthly interest from CFB, our depository bank, and investments with Florida Cooperative Liquid Assets Security System (FLCLASS), Florida Education Investment Trust Fund (FEITF), and Florida Fixed Income Trust (FLFIT). | | | | | |
| | | Month | CFB | FLCLASS | FEITF | FLFIT |
| | | Sep-18 | 1.43 | 2.22% | 2.14% | 2.56% |
| | | Oct-18 | 1.64% | 2.29% | 2.26% | 2.58% |
| | | Nov-18 | 1.64% | 2.41% | 2.32% | 2.64% |
| | | Dec-18 | 1.73% | 2.51% | 2.46% | 2.69% |
| | | Jan-19 | 1.89% | 2.63% | 2.61% | 2.76% |
| D: | The Unrealized gain/loss for FLGIT and LTIP will not be available until next month. The current month's investment rate of return will not be available until next month. | | | | | |
| | | Month | FLGIT | LTIP | | |
| | | Sep-18 | 0.00% | -0.35% | | |
| | | Oct-18 | 0.96% | -63.06% | | |
| | | Nov-18 | 3.37% | 12.39% | | |
| | | Dec-18 | 6.73% | -53.31% | | |
| | | Jan-19 | -- | -- | | |
| E: | FMLVT conducted an audit and determined the District was owed additional realized gain. | | | | | |
| F: | The Board did not meet in October or December, therefore personnel and legal expenses are less than budget. | | | | | |
| G: | Annual workers compensation insurance payment was made in October. Additional Worker's Compensation Expense for FY 2017-18 was incurred in the month of January. | | | | | |
| H: | Annual Trustee Fees | | | | | |
| I: | Prepaid allocation for 4 months of the Operating License and the Annual Special District fee for the State of Florida paid in January. | | | | | |
| J: | Replacement of water tower equipment due to being struck by lightning. | | | | | |
| K: | Expenditures to date: Meters (\$200,339.), Partial Payment to Utility Technician to replace Wet Well Gates at VWCA #2, #4, #6 (\$126,568.), Valve Replacement (\$60,607), and VFD Pumps (\$8,324.) | | | | | |
| L: | The annual Debt Service Principal payment was made in October . | | | | | |
| Budget Transfer processed in January | | | | | | |
| ** | Management Fees | - | 13,324 | | | |
| | Technology Services | - | 27,064 | | | |
| | Non-Capital FF&E | + | 40,388 | | | |
| 2017-18 Carryforward and 2018-19 Budget Amendment | | | | | | |
| *** | Working Capital | - | 938,390 | | | |
| | Engineering Services | + | 11,000 | | | |
| | Building/Structure Maintenance | + | 259,248 | | | |
| | Infrastructure | + | 568,142 | | | |
| | Vehicles | + | 100,000 | | | |

| | |
|--|--|
| SUMTER SANITATION FUND | |
| OPERATING BUDGET | |
| BUDGET TO ACTUAL STATEMENT AS OF: January 31, 2019 (Unaudited) | |
| Four (4) Months of Operations- 33.33% of Year | |
| | |

| Account Number | Description of Account | | Actual Information | | | Year-to-Date Variance | Percent of Annual Budget | Footnotes |
|--|-----------------------------------|----|--------------------|----------------------|---------------------|-----------------------|--------------------------|-----------|
| | | | Annual Budget | Current Month Actual | Year-to-Date Actual | | | |
| | REVENUES: | | | | | Over/(Under) | | |
| 341999 | Misc Revenue | | \$ 18,000 | \$ 1,500 | \$ 6,000 | \$ (12,000) | 33.33% | |
| 343401 | Solid Waste - Residential | | 11,000,000 | 918,287 | 3,674,042 | (7,325,958) | 33.40% | |
| 343402 | Solid Waste - Commercial | | 1,000,000 | 85,280 | 330,599 | (669,401) | 33.06% | |
| 343404 | Solid Waste-Late Pymt Pnty Fee | | 15,000 | 1,226 | 5,104 | (9,896) | 34.03% | |
| 343405 | SW Fee-Residential-FP | | 440,000 | 36,538 | 145,701 | (294,299) | 33.11% | |
| 343406 | SW Fee-Commercial-FP | | 2,400 | - | - | (2,400) | 0.00% | |
| 361102 | Int Income - Cash Equiv | | 28,450 | 5,658 | 20,922 | (7,528) | 73.54% | A |
| 361103 | Int Income - USB | | 45,000 | 9,935 | 26,326 | (18,674) | 58.50% | |
| | Total Revenues: | | \$ 12,548,850 | \$ 1,058,424 | \$ 4,208,694 | \$ (8,340,156) | 33.54% | |
| 361306 | FLGIT-Unrealized Gain/Loss | | - | 2,921 | 4,799 | 4,799 | 0.00% | B |
| 361309 | FLFIT-Unrealized Gain/Loss | | - | 140 | (90) | (90) | 0.00% | A |
| 361404 | FMlvT-Realized Gain/Loss | | - | 4 | 4 | 4 | 0.00% | C |
| 361409 | FLFIT-Realized Gain/Loss | | - | 722 | 2,741 | 2,741 | 0.00% | A |
| | Total Available Resources: | | \$ 12,548,850 | \$ 1,062,211 | \$ 4,216,148 | \$ (8,332,702) | 33.60% | |
| | | | | | | | | |
| | EXPENDITURES: | | | | | Under/(Over) | | |
| 511111 | Executive Salaries | | 8,615 | 479 | 616 | 7,999 | 7.15% | D |
| 511211 | Social Security Taxes | | 534 | 30 | 38 | 496 | 7.12% | D |
| 511212 | Medicare Taxes | | 124 | 7 | 9 | 115 | 7.26% | D |
| 511241 | Worker's Compensation | | 23 | - | - | 23 | 0.00% | |
| | Subtotal Personnel Services | | \$ 9,296 | \$ 516 | \$ 663 | \$ 8,633 | 7.13% | |
| | | | | | | | | |
| 534311 | Management Fees | ** | \$ 155,228 | \$ 12,934 | \$ 51,756 | \$ 103,472 | 33.34% | |
| 514313 | Legal Services | | 11,527 | - | 332 | 11,195 | 2.88% | |
| 534318 | Technology Services | ** | 12,431 | 1,036 | 4,143 | 8,288 | 33.33% | |
| 534319 | Other Professional Services | | 497 | 22 | 44 | 453 | 8.85% | |
| 534321 | Accounting Services | | 1,020 | - | - | 1,020 | 0.00% | |
| 534322 | Auditing Services | | 7,097 | - | 1,453 | 5,644 | 20.47% | |
| 534323 | Trustee Services | | 15,497 | - | 14,258 | 1,239 | 92.00% | E |
| 534343 | Systems Management Support | | 111 | 13 | 39 | 72 | 35.14% | |
| 534349 | Misc Contractual Services | | 6,908,093 | 573,816 | 2,294,295 | 4,613,798 | 33.21% | |
| 534412 | Postage | | 3,382 | - | - | 3,382 | 0.00% | |
| 534438 | Recycling Expenses-FP | | 3,937 | 647 | 2,414 | 1,523 | 61.32% | |
| 534439 | Recycling Expenses Non-FP | | 371,393 | 31,706 | 118,256 | 253,137 | 31.84% | |
| 534445 | Ground Lease | | 18,381 | 3,000 | 7,500 | 10,881 | 40.80% | |
| 534461 | Equipment Maintenance | | 20,400 | 2,045 | 4,221 | 16,179 | 20.69% | |
| 534471 | Printing & Binding | | 5,120 | - | 1,532 | 3,588 | 29.92% | |
| 534499 | Misc Current Charges | ** | 1,028,593 | 78,595 | 326,841 | 701,752 | 31.78% | |
| 534521 | Gasoline/Diesel | | 68,919 | 312 | 312 | 68,607 | 0.45% | |
| 534522 | Operating Supplies | | 3,121 | - | - | 3,121 | 0.00% | |
| 534524 | Non-Capital FF&E | | 68,562 | - | - | 68,562 | 0.00% | |
| | Subtotal Operating Expenses | | \$ 8,703,309 | \$ 704,126 | \$ 2,827,396 | \$ 5,875,913 | 32.49% | |
| 534711 | Senior Debt | | 995,000 | - | 995,000 | - | 100.00% | F |
| 534712 | Junior Debt | | 75,000 | - | 75,000 | - | 100.00% | F |
| 534721 | Interest Expense - Senior Debt | | 2,336,250 | 194,688 | 778,746 | 1,557,504 | 33.33% | |
| 534722 | Interest Expense - Subordinate | | 184,750 | 15,396 | 61,582 | 123,168 | 33.33% | |
| | Subtotal Non-operating Expenses | | \$ 3,591,000 | \$ 210,084 | \$ 1,910,328 | \$ 1,680,672 | 53.20% | |
| | | | | | | | | |
| 534911 | Trans to Gen R&R | | 250,000 | 20,833 | 83,336 | 166,664 | | |
| | Subtotal Transfers | | \$ 250,000 | \$ 20,833 | \$ 83,336 | \$ 166,664 | 33.33% | |
| | | | | | | | | |
| | Total Expenditures | | \$ 12,553,605 | \$ 935,559 | \$ 4,821,723 | \$ 7,731,882 | 38.41% | |
| | | | | | | | | |
| 369901 | Change in Unreserved Net Position | | \$ (4,755) | \$ 126,652 | \$ (605,575) | \$ (600,820) | | |
| | | | | | | | | |
| Change in Net Assets indicates a budget decrease in Working Capital of \$4,755 | | | | | | | | |
| | | | | | | | | |

| | Fund Balance Analysis: | | Balance Forward 09/30/18 | Current Month Actual | Year to Date Actual | Current Balance | |
|--------|---|---|-----------------------------|-------------------------|------------------------|-----------------|-------|
| 276000 | Unrestricted Unreserved | | \$ (3,276,452) | \$ 126,652 | \$ (605,575) | \$ (3,882,027) | |
| 276004 | Unrestricted R&R General | | 2,150,000 | 20,833 | 83,336 | 2,233,336 | |
| | Total Fund Balance | | \$ (1,126,452) | \$ 147,485 | \$ (522,239) | \$ (1,648,691) | |
| | Footnotes: | | | | | | |
| A: | Interest income includes monthly interest from CFB, our depository bank, and investments with Florida Cooperative Liquid Assets Security System (FLCLASS), Florida Education Investment Trust Fund (FEITF), and Florida Fixed Income Trust (FLFIT). | | | | | | |
| | | | Month | CFB | FLCLASS | FEITF | FLFIT |
| | | | Oct-18 | 1.64% | 2.29% | 2.26% | 2.58% |
| | | | Nov-18 | 1.64% | 2.41% | 2.32% | 2.64% |
| | | | Dec-18 | 1.73% | 2.51% | 2.46% | 2.69% |
| | | | Jan-19 | 1.89% | 2.63% | 2.61% | 2.76% |
| B: | The Unrealized gain/loss and Rate of Return for FLGIT and LTIP will not be available until next month. | | | | | | |
| | | | Month | FLGIT | LTIP | | |
| | | | Oct-18 | 0.96% | -63.06% | | |
| | | | Nov-18 | 3.37% | 12.39% | | |
| | | | Dec-18 | 6.73% | -53.31% | | |
| | | | Jan-19 | -- | -- | | |
| C: | FMlVT conducted an audit and determined the District was owed additional realized gain. | | | | | | |
| D: | The Board did not meet in October or December, therefore personnel expenses are less than budget. | | | | | | |
| E: | Annual Trustee Fees | | | | | | |
| F: | Annual Debt Service Principal payments were made in October. | | | | | | |
| ** | Budget Transfer Processed in January | | | | | | |
| | Management Fees (Non Fruitland Park) | - | (762) | | | | |
| | Technology Fees (Non Fruitland Park) | - | (3,051) | | | | |
| | Management Fees (Fruitland Park) | + | 1,057 | | | | |
| | Technology Fees (Fruitland Park) | + | 79 | | | | |
| | Miscellaneous Current Charges | + | 2,677 | | | | |

**NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT (NSCUDD)
CASH AND INVESTMENT SUMMARY
AS OF JANUARY 31, 2019**

| Fund Code | Account Name | Bank | Balance as of 10/01/18 | Current Balance | Reconciled Yes/No |
|---|---------------------------------------|---------|------------------------|----------------------|-------------------|
| NORTH SUMTER UTILITY FUND (NSU) | | | | | |
| 442 | Cash Operating | CFB | 1,103,410.84 | 1,402,125.47 | Yes |
| 442 | FLCLASS | FLCLASS | 9,130,985.40 | 10,039,574.64 | Yes |
| 442 | FEITF | FEITF | 5,841,611.14 | 5,889,272.17 | Yes |
| 442 | Cash-FL-FIT | FLFIT | 3,511,973.22 | 3,542,046.69 | Yes |
| 442 | Cash FLGIT | FLGIT | 4,196,134.76 | 4,234,956.61 | Yes |
| 442 | Cash LTIP USB | LTIP | 2,967,694.50 | 2,714,189.75 | Yes |
| | | | 26,751,809.86 | 27,822,165.33 | |
| DEBT SERVICE FUND - TRUST ACCOUNTS | | | | | |
| 442 | Senior Reserve Fund 2010 | USB | 6,173,529.69 | 6,227,010.71 | Yes |
| 442 | Subordinate Reserve Fund 2010 | USB | 1,446,479.24 | 1,459,010.04 | Yes |
| 442 | Sr/Sub - Utility Guaranty Fund 2010 | USB | - | - | Yes |
| 442 | Senior Interest Fund 2010 | USB | 3,998,676.93 | 2,657,513.39 | Yes |
| 442 | Subordinate Interest Fund 2010 | USB | 554,066.09 | 369,141.31 | Yes |
| 442 | Senior Principal Fund 2010 | USB | 2,753,844.40 | 1,000,851.46 | Yes |
| 442 | Subordinate Principal Fund 2010 | USB | 309,868.25 | 112,507.41 | Yes |
| 442 | Sr/Sub - Repair & Repl Fund 2010 | USB | 429,096.77 | 432,814.02 | Yes |
| 442 | SR - Term Bond Redemption Fund 2010 | USB | - | - | Yes |
| 442 | Sub- Term Bond Redemption Fund 2010 | USB | - | - | Yes |
| | | | 15,665,561.37 | 12,258,848.34 | |
| SUMTER SANITATION FUND (SSF) | | | | | |
| 444 | Cash Operating | CFB | 553,329.14 | 193,051.83 | Yes |
| 444 | FLCLASS | FLCLASS | 1,594,628.51 | 1,930,324.58 | Yes |
| 444 | FEITF | FEITF | 293,716.65 | 296,113.04 | Yes |
| 444 | Cash-FL-FIT | FLFIT | 309,560.84 | 312,211.65 | Yes |
| 444 | Cash FLGIT | FLGIT | 518,692.12 | 523,490.96 | Yes |
| | | | 3,269,927.26 | 3,255,192.06 | |
| SOLID WASTE TRUST ACCOUNTS | | | | | |
| 444 | Principal Fund 2012 | USB | 1,086,208.55 | 397,966.87 | Yes |
| 444 | Interest Fund 2012 | USB | 1,307,109.53 | 864,945.65 | Yes |
| 444 | Sr Reserve Fund 2012 | USB | 3,496,064.21 | 3,526,350.47 | Yes |
| 444 | Debt Service Fund 2012 | USB | - | - | Yes |
| 444 | Term Bond Redemption Fund 2012 | USB | - | - | Yes |
| 444 | Ins & Condemnation Proceeds Fund 2012 | USB | - | - | Yes |
| 444 | Redemption Fund 2012 | USB | - | - | Yes |
| 444 | Rebate Fund 2012 | USB | - | - | Yes |
| 444 | Sub Reserve Fund 2012 | USB | 280,550.58 | 282,980.98 | Yes |
| 444 | Construction Fund | USB | - | - | Yes |
| 444 | Solid Waste Rev Guaranty Fund 2012 | USB | 71,288.32 | 71,905.88 | Yes |
| | | | 6,241,221.19 | 5,144,149.85 | |

NSU Total

SSF Total

Grand Totals

| | |
|----------------------|----------------------|
| 42,417,371.23 | 40,081,013.67 |
| 9,511,148.45 | 8,399,341.91 |
| 51,928,519.68 | 48,480,355.58 |



AGENDA REQUEST

TO: Board of Directors
North Sumter County Utility Dependent District

FROM: District Staff

DATE: 3/6/2019

SUBJECT: Updated Resident Academy Flyer

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

| Description | Type |
|--------------------------|------------|
| ▣ Resident Academy Flyer | Cover Memo |



Resident ACADEMY

You are invited!

JOIN US AT AN UPCOMING RESIDENT ACADEMY.

AN INTERACTIVE PROGRAM TO LEARN ABOUT YOUR LOCAL GOVERNMENT.

- Help alleviate the confusion, questions and misinformation that exists regarding the responsibilities and functions of The Villages® Community Development Districts.
- Learn all about the history and benefits of special districts.
- Have the opportunity to tour the North Sumter Utility Plant.
- Obtain information on the following District departments – The Villages Fire Rescue, Property Management, Customer Service, Community Standards, Community Watch, Recreation & Parks, Executive Golf, Budget, Utilities, Finance and MORE!

UPDATED FORMAT • UPDATED INFORMATION • NO WAITING LIST

CHOOSE FROM 3 CONVENIENT DATES IN 2019 TO FIT YOUR ACTIVE LIFESTYLE

Registration begins Thursday, February 28th.

APRIL 29 • 12:30P.M. - 5:30P.M. • ROHAN RECREATION CENTER

JULY 29 • 12:30P.M. - 5:30P.M. • ROHAN RECREATION CENTER

NOVEMBER 13 • 8A.M. - 1P.M. • SAVANNAH CENTER

www.DistrictGov.org

CLICK ON **www.DistrictGov.org** FOR MORE!


Resident ACADEMY


EASY REGISTRATION


- Register online at www.DistrictGov.org by clicking on the 'Resident Academy' link.
- Register in person at the District Customer Service Center or at any Regional Recreation Center.
- For assistance, contact the District Customer Service Center at (352) 753-4508.

To keep up with what's happening, make sure you are signed up to receive e-Notifications! By signing up for these email notifications, we will notify you of future opportunities and other helpful community information. Need help signing up? Contact us at (352) 753-4508 for assistance.

Follow these 4 simple steps to sign up for e-Notifications

**Submit Feedback,
Inquiry, or Concern**

**Sign up for
e-Notifications**

**Public Records
Information**

1 On the main page of www.DistrictGov.org click on 'Sign up for e-Notifications'

2 Enter your information

e-Notifications Sign Up
* Notifications allow your District Government to send important information to the email address you provide. If you would like to be notified you or any of the subjects below, please enter the requested information in each field and check the box next to each newsletter or notification to which you would like to subscribe. For a description of a specific newsletter or notification, please click on the text to the right of the check box. To ensure you receive the notifications you requested, please add the notification to your email contact list. If you have any questions please contact the District Customer Service Center at (352) 753-4508.

| | |
|-----------------------|--|
| Last Name | |
| First Name | |
| E-Mail Address | |
| Repeat E-Mail Address | |

3 Choose the specific notifications you would like to receive and click 'Sign Up'

| District & Committee Information and Agencies | |
|--|--|
| <input type="checkbox"/> All District Committees | <input type="checkbox"/> Board of Community Development |
| <input type="checkbox"/> District C1 | <input type="checkbox"/> Board of Planning |
| <input type="checkbox"/> District C2 | <input type="checkbox"/> Board of Public Works |
| <input type="checkbox"/> District C3 | <input type="checkbox"/> Board of Safety |
| <input type="checkbox"/> District C4 | <input type="checkbox"/> Board of Youth Affairs |
| <input type="checkbox"/> District C5 | <input type="checkbox"/> Board of Senior Services |
| <input type="checkbox"/> District C6 | <input type="checkbox"/> Board of Economic Development |
| <input type="checkbox"/> District C7 | <input type="checkbox"/> Board of Cultural Affairs |
| <input type="checkbox"/> District C8 | <input type="checkbox"/> Board of Arts and Entertainment |
| <input type="checkbox"/> District C9 | <input type="checkbox"/> Board of Environmental Affairs |
| <input type="checkbox"/> District C10 | <input type="checkbox"/> Board of Parks and Recreation |
| <input type="checkbox"/> District C11 | <input type="checkbox"/> Board of Public Works |
| <input type="checkbox"/> District C12 | <input type="checkbox"/> Board of Public Works |
| <input type="checkbox"/> District C13 | <input type="checkbox"/> Board of Public Works |
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| <input type="checkbox"/> District C97 | <input type="checkbox"/> Board of Public Works |
| <input type="checkbox"/> District C98 | <input type="checkbox"/> Board of Public Works |
| <input type="checkbox"/> District C99 | <input type="checkbox"/> Board of Public Works |
| <input type="checkbox"/> District C100 | <input type="checkbox"/> Board of Public Works |

4 Check your email and confirm

For additional information or to request an accommodation, please contact the District Customer Service Center at (352) 753-4508.

The Villages®
Community Development Districts

www.DistrictGov.org



AGENDA REQUEST

TO: Board of Directors
North Sumter County Utility Dependent District

FROM: Richard J. Baier, District Manager

DATE: 3/6/2019

SUBJECT: **Reminder: District Government Update Meeting**

ISSUE: A District Government Update Meeting will be held on Friday, April 5, 2019 from 9:00 to 11:00 am. at the Rohan Regional Recreation Center in the Colony Cottage and Laurel Manor Rooms.

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION: