



Seat 1 - Joe Nisbett, Vice-Chairman
Seat 2 - Dr. Randy McDaniel, Supervisor
Seat 3 - Brad Brown, Supervisor
Seat 4 - Mike Berning, Chairman
Seat 5 - Gerry Lachnicht, Supervisor

Monthly Board Meetings are held at:

District Office Board Room

984 Old Mill Run The Villages, FL 32162

The Villages, Florida 32162

AGENDA

February 14, 2019

10:00 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
 - E. Audience Comments

CONSENT AGENDA:

A motion to approve the Consent Agenda is a motion to approve all recommended actions. All matters on the Consent Agenda are considered routine and no discussion is required unless desired by a Board Supervisor or a Member of the Public.

2. Approval of the Minutes
Approval of the Minutes for the Meeting held on January 17, 2019.
3. Award of BID #19B-002 Multi Modal Path Tunnel Guide Sign Project
Review and approval of recommendation of award of Invitation to Bid (ITB) #19B-002 Multi-Modal Path Tunnel Guide Sign Projects: Districts 1, 2, 3, 4, VCCDD & SLCDD and as needed in Various Districts (PWAC Consideration Item)

NEW BUSINESS:

4. Acceptance of Audit Report for Fiscal Year 2017-2018
The annual audit of the financial statements for the Sumter Landing Community Development District for the Fiscal Year ending September 30, 2018, is complete and a copy is attached.
5. Approval of FY 19-20 Budget Calendar
Request Board approval of dates for the Proposed Budget approval at the June 6, 2019 regular meeting, and a Public Hearing to adopt the Final Budget at the September 5, 2019 regular meeting.

6. Operating Policies and Procedures
7. Lease Agreement with The Villages of Lake Sumter for Fire Station No. 40
Review and consideration of lease agreement between Villages of Lake Sumter, Inc. and Sumter Landing Community Development Districts.
8. Quit Claim Deed between The Villages of Lake-Sumter, Inc. to Sumter Landing Community Development Districts
To accept and acknowledge the Quit Claim Deed executed on January 14th, 2019 between The Villages of Lake-Sumter, Inc. and Sumter Landing Community Development District.
9. Approval of Agreement for Maintenance Services with VLS
Approval of Maintenance Services with The Villages of Lake-Sumter, Inc.

INFORMATIONAL ITEMS ONLY:

10. Financial Statements
Budget to Actual Statements as of December 31, 2018

REPORTS AND INPUT:

11. District Manager Reports
 - A. PWAC After Agenda
12. District Counsel Reports
13. Supervisor 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 Supervisors
Sumter Landing Community Development District

FROM: Jennifer McQueary, District Clerk

DATE: 2/14/2019

SUBJECT: **Approval of the Minutes**

ISSUE: Approval of the Minutes for the Meeting held on January 17, 2019.

ANALYSIS/INFORMATION: Staff requests approval of the Minutes for the Meeting held on January 17, 2019.

STAFF RECOMMENDATION: Staff recommends approval of the Minutes for the Meeting held on January 17, 2019.

MOTION:

Motion to approve the Minutes for the Meeting held on January 17, 2019.

ATTACHMENTS:

Description	Type
□ January 17, 2019	Cover Memo

**MINUTES OF MEETING
SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

A Meeting of the Board of Supervisors of Sumter Landing Community Development District was held on Thursday, January 17, 2019 at 10:00 a.m. at the District Office Board Room, 984 Old Mill Run, The Villages, Florida, 32162.

Board members present and constituting a quorum:

Mike Berning	Chairman
Randy McDaniel	Supervisor
Brad Brown	Supervisor
Gerry Lachnicht	Supervisor

Staff Present:

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, Technology and Board Support Services
Jennifer McQueary	District Clerk
Candice Harris	Deputy District Clerk
Julie Kulas	Administrative Assistant

FIRST ORDER OF BUSINESS: Call to Order

A. Roll Call

Chairman Berning called the meeting to order at 10:02 a.m. and stated for the record that four (4) Supervisors were present representing a quorum. Joe Nisbett was absent.

B. Pledge of Allegiance

The Chairman led the Pledge of Allegiance.

C. Observation of a Moment of Silence

The Board observed a moment of silence for those who have served our Country and their community.

D. Welcome Meeting Attendees

The Board welcomed all those residents in attendance.

E. Audience Comments

No audience comments were received.

CONSENT AGENDA:

Chairman Berning advised the Board that a motion to approve the Consent Agenda is a motion to approve all recommended actions. All matters on the Consent Agenda are considered routine and no discussion will occur unless desired by a Supervisor or a member of the public.

On MOTION by Brad Brown, seconded by Randy McDaniel, with all in favor, the Board took formal action on the following items included on the Consent Agenda:
SECOND ORDER OF BUSINESS: Approval of the Minutes for the Meeting held on December 20, 2018.
THIRD ORDER OF BUSINESS: Adoption of Resolution 19-07 amending the Fiscal Year 2018/2019 Budget to carryforward the requested Fiscal Year 2017/2018 unspent budgeted funds.
FOURTH ORDER OF BUSINESS: Adoption of Resolution 19-08 amending Exhibit “A” of the Second Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements.

FIFTH ORDER OF BUSINESS: Award of RFP #19P-001 Fire Station 40 Renovation at Parr Drive

Kenny Blocker, Assistant District Manager, stated that on October 18, 2018 Staff issued a Request for Proposal (RFP) #19P-001 for the renovations of Fire Station 40 on Parr Drive. As the Board is aware, Fire Station 40 was included as part of the District’s purchase of the amenity system in 2016, and at this time it has become necessary to expand the station to house a ladder truck which is necessary for service of the area. The Selection Committee met and reviewed the four (4) responses received and has recommended award to Mark Cook Builders, Inc. in the amount of \$1,339,497.00.

On MOTION by Brad Brown, seconded by Gerry Lachnicht, with all in favor, the Board authorized award of RFP #19P-001 Fire Station 40 Renovation at Parr Drive to Mark Cook Builders, Inc. for a total construction cost of \$1,339,497 and authorized the Chairman/Vice Chairman to execute the Agreement.

SIXTH ORDER OF BUSINESS: Award of BID #19B-002 Multi-Modal Path Tunnel Guide Sign Project

Mr. Blocker requested that this item be pulled from the agenda. Staff will bring this item back to the Board at the February 14, 2019 meeting.

SEVENTH ORDER OF BUSINESS: Approval of the Request to Transfer of Environmental Resource Permit

Sam Wartinbee, District Property Management (DPM) Director, advised that the Environmental Resource Permit for the wetlands located northeast of Lake Deaton was initially issued to Sumter Landing Community Development District (SLCDD) and The Villages of Lake-Sumter, Inc.; however, the wetlands are located within the boundaries of District 10 and the request is now being made to transfer the Environmental Resource Permit to District 10. All expenditures related to this preserve are funded through the Project Wide Fund.

On MOTION by Brad Brown, seconded by Randy McDaniel, with all in favor, the Board approved the Request to Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity and authorized the Chairman/Vice Chairman to execute the required documents.

EIGHTH ORDER OF BUSINESS: Financial Statements

Mr. Blocker advised that at 16.67% of the year the Sumter Landing Amenities Division (SLAD) Fund Change in Unreserved Net Asset is -\$4,283,564 due to the annual debt service payment; however, as the year progresses the deficit will correct itself, as the budgeted surplus for the year is approximately \$3.3 million. The Fitness Fund Change in Unreserved Net Asset is -\$2,071. The budgeted deficit for

the Fitness Fund is -\$431,526. The Project Wide Fund Budget has a \$496,568 Change in Unreserved Net Asset. The Lake Sumter Landing Budget has a \$324,888 Change in Unreserved Net Asset.

NINTH ORDER OF BUSINESS: District Manager Reports

A. PWAC After Agenda

Mr. Blocker advised that the After Agenda from the Project Wide Advisory Committee (PWAC) Meeting held on January 14, 2019 was provided to the Board as information.

B. FEMA Update

Mr. Blocker advised that the District has begun receiving a second round of requests for information relating to the request for reimbursement submitted with Federal Emergency Management Agency (FEMA) for expenditures relating to debris cleanup following Hurricane Irma, which Staff and the Districts' Consultants are responding to, and are providing the necessary clarification of authorities and operations of the Village Community Development Districts. An overview of the claims submitted for the District, the anticipated reimbursement to be received and the actual reimbursements have been provided as information.

C. Future Technology Initiatives

Mr. Blocker stated that as part of the reorganization of the District that occurred in July of 2018, District Management had provided an overview of the importance and the necessity to advance the Districts' technology to more efficiently and effectively manage the infrastructure and its resources, and although not directly under the purview of this Board, Mr. Baier requested that Brittany Wilson, Director of Technology and Board Support Services, provide an overview of the Asset Management System and other technology advances.

Brittany Wilson, Director of Technology and Board Support Services, advised that at their November 2018 meetings, the Village Center Community Development District and the North Sumter County Utility Dependent District Boards approved moving forward with three new software initiatives for asset management, financial management and document management. While these programs are not under the purview of the residential Boards and committees, there will be long term benefits achieved by each District.

The following overview was provided;

CityWorks Asset Management

Collectively, the vertical and horizontal assets of the District are approaching \$2 billion, and include recreation facilities, parks, golf courses, postal facilities, gates and water/wastewater utility infrastructure.

The District currently has asset management related data stored in multiple, disconnected databases and file cabinets with a heavy reliance on Microsoft Excel to consolidate and bring data together. The addition of a true asset management system will allow us to fully maximize the value of assets by providing us the ability to more effectively monitor utilization, consolidate maintenance and repair history, forecast preventative maintenance and increase resident engagement.

The CityWorks system works in conjunction with a geographic information system (GIS). GIS is developed in digital layers which allows an organization to geographically review and identify detailed data for a specific area or building – from work orders to equipment maintenance schedules to contracts. This function will also significantly benefit staff and the general public with regard to reporting maintenance concerns for an exact area pinpointed on a map. Sumter County currently maintains and supports GIS data for municipalities in the county and has offered the same services to the District. An agreement to outline this service is forthcoming and will result in a significant cost savings to the District and avoids duplication of services.

This is a multi-phase project that will be developed over a few years, with the initial focus on the water and waste water utility infrastructure. Additional infrastructure that will be added in the future includes recreational amenities, sign walls, signage, roadways and stormwater management areas.

BS&A Financial Management System

In 2015, the Village Center Community Development District approved a contract with BS&A Software for the implementation of the Billing, Collection and customer Service System. The RFP process and BS&A response to the RFP included additional modules that could be discussed and negotiated at a later date. The additional modules that are being accomplished in the second phase include multiple financial elements, budget module and a purchasing module.

The District is entrusted to collectively manage in excess of \$344 million dollars. The management of these funds is currently accomplished through numerous standalone systems and

manual, paper driven processes. The BS&A modules will result in numerous efficiencies and electronic work flow features to improve internal processes.

For example, Finance Department staff currently manually enters in upwards of 150 monthly recurring journal entries each month. In addition to the manual entry, the information is then printed out and delivered to a Manager for approval. The new BS&A system will provide the ability to use recurring journal entries by inputting a single entry which is then replicated in the system each month and electronically approved.

Purchase orders are also tracked and managed manually as the existing system does not permit the encumbrance of funds. This manual process results in staff reviewing a purchase order each time an associated purchase is made to ensure adequate funds are available. The new BS&A system will electronically route purchase orders from inception to approval, and funds are automatically encumbered.

LaserFiche Document Management System

The District currently utilizes an electronic document management system known as Docusphere. This program electronically stores and organizes data such as paid invoices and copies of issued checks. The version of Docusphere being utilized is hosted on a server which is no longer supported by Microsoft, so it was necessary for the District to research and identify a new system. The Laserfiche software fully integrates with BS&A and will allow us to maximize the function of the system. The benefits of Laserfiche include intelligent scanning software with built in optical character recognition (OCR) capabilities, a customizable workflow system to automate manual processes and reduce paper, as well as a web-based interface for access.

Ms. Wilson responded to inquiries from the Board Supervisors.

TENTH ORDER OF BUSINESS: District Counsel Reports

There were no District Counsel Reports.

ELEVENTH ORDER OF BUSINESS: Supervisor Comments

There were no Supervisor Comments.

FIFTEENTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 10:16 a.m.

On MOTION by Brad Brown, seconded by Gerry Lachnicht, with all in favor, the Meeting was adjourned.
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Richard J. Baier
Secretary

Mike Berning
Chairman



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

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

DATE: 2/14/2019

SUBJECT: Award of BID #19B-002 Multi Modal Path Tunnel Guide Sign Project

ISSUE:

Review and approval of recommendation of award of Invitation to Bid (ITB) #19B-002 Multi-Modal Path Tunnel Guide Sign Projects: Districts 1, 2, 3, 4, VCCDD & SLCDD and as needed in Various Districts (PWAC Consideration Item)

ANALYSIS/INFORMATION:

On November 16, 2018, Staff issued an Invitation to Bid for Multi-Modal Path Tunnel Guide Sign Projects: Districts 1, 2, 3, 4, VCCDD & SLCDD and as needed in Various Districts. These services will consist of tunnel guide sign production, removal, install, and repair services for a specific project (Exhibit A) and on an as needed basis (Exhibit B). Multiple Districts were included in this solicitation so there would be an economy of scale benefit. Two (2) Vendors (Central Florida Street Signs, LLC and Signs of Tampa Bay, LLC) attended the mandatory Pre-Bid Conference with both submitting their responses to the ITB.

Bid evaluation to determine the lowest responsive and responsible bidder included the combined grand total bid grand total and reference checks which were all positive. Central Florida Street Signs, LLC were determined to be the lowest, most responsive and responsible bid submitted.

The initial term of this Agreement with fixed and firm pricing shall be January 17, 2019 through September 30, 2021 with the option to renew for two (2) additional one (1) year periods.

Vendors	SLCDD Project Cost	*Combined Bid Grand Total
Central Florida Street Signs, LLC	\$57,389.60	\$71,328.40
Signs of Tampa Bay, LLC	\$65,372.41	\$81,489.89

*COMBINED BID GRAND TOTAL was the basis of award and included the total project

pricing of Districts 1, 2, 3, 4, VCCDD & SLCDD and Various Districts as needed pricing

BUDGET IMPACT:

Funds are available in the FY2018-19 budget.

STAFF RECOMMENDATION:

Staff is requesting approval of a recommendation of award for the SLCDD portion of ITB #19B-002 Multi Modal Path Tunnel Guide Sign Project to Central Florida Street Signs, LLC utilizing the total project pricing reflected on Exhibit A in the amount of \$57,389.60 and for the unit pricing indicated in Exhibit B for as needed signage projects.

MOTION:

Motion to award the SLCDD portion of ITB #19B-002 to Central Florida Street Signs, LLC for the Multi Modal Path Tunnel Guide Sign Project utilizing the total project pricing reflected on Exhibit A in the amount of \$57,389.60 and for the unit pricing indicated in Exhibit B for as needed signage projects; and authorize Chairman/Vice Chairman to sign the Agreement.

ATTACHMENTS:

Description	Type
☐ Agreement #19B-002	Exhibit
☐ Exhibit A	Exhibit
☐ Exhibit B	Exhibit

**AGREEMENT FOR SERVICES BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND
CENTRAL FLORIDA STREET SIGNS, LLC FOR
MULTI-MODAL PATH TUNNEL GUIDE SIGN PROJECTS
BID #19B-002**

THIS AGREEMENT is made this 17th day of January 2019, by and between **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "DISTRICT"), whose address is 984 Old Mill Run, The Villages, Florida 32162, The Villages, Florida 32162, and **CENTRAL FLORIDA STREET SIGNS, LLC** (hereafter referred to as "CONTRACTOR"), whose address is 1444N US Hwy 1, Ormond Beach, FL 32174.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring install of multi-modal path tunnel guide signage, and wishes to enter into an agreement with a party capable of providing suitable services; and

WHEREAS, CONTRACTOR provides said services and wishes to enter into an agreement 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:

1. SERVICES BY CONTRACTOR

- 1.1 CONTRACTOR, for and in consideration of the payments hereinafter specified and agreed to be made by DISTRICT, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work, equipment and labor required for the multi-modal tunnel guide sign project, Invitation to Bid (BID) #19B-002, hereinafter referred to as BID. Specifications and other Agreement Documents, as defined in said BID, and all other related documents cited in the above stated BID are hereby made part of this Agreement as fully and with the same effect as if the same has been set forth at length in the body of this Agreement.
- 1.2 All maintenance and repair of equipment shall be the responsibility of the CONTRACTOR, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this Agreement.
- 1.3 The CONTRACTOR shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from CONTRACTOR's operations, including site clean-up 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.
- 1.4 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.
- 1.5 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.

- 1.6 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. DISTRICT reserves the right to approve dress codes for the CONTRACTOR's employees.
- 1.7 CONTRACTOR shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- 1.8 As per 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.

2. PAYMENT

- 2.1 In consideration of the services provided by the CONTRACTOR pursuant to this Agreement, DISTRICT agrees to pay to CONTRACTOR the "UNIT PRICES" submitted by CONTRACTOR as a result of CONTRACTOR's response to BID #19B-002 as provided for in the specific project identified in "Exhibit A" to this Agreement, and the "UNIT PRICES" for any future As Needed Installs identified in "Exhibit B" to this Agreement.
- 2.2 Invoices shall be submitted no later than the first of the month for the services performed the preceding month. Per Chapter 218.74(1), an invoice from the CONTRACTOR shall be considered as received when it has been stamped as such at the District Property Management Department, 1071 Canal Street, The Villages, Florida 32162. Payment by the DISTRICT will be 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.
- 2.3 If payment is not made by the DISTRICT to the CONTRACTOR than forty-five (45) business days, CONTRACTOR may assess a late charge for the lesser of 1% per month, or the maximum rate permitted by law.
- 2.4 The DISTRICT agrees to pay the CONTRACTOR for additional work performed by the CONTRACTOR pursuant to written orders placed by the DISTRICT, at a rate equal to component unit costs of labor and equipment charged by the CONTRACTOR under the terms of this Agreement.

3. AGREEMENT DOCUMENTS

The Agreement Documents, which comprise the entire Agreement between DISTRICT and CONTRACTOR and which are made part hereof by this reference, consist of the following:

- 3.1 Invitation to Bid
- 3.2 Instructions, Terms, and Conditions
- 3.3 Bid Forms
- 3.4 Bidder's Certification
- 3.5 Statement of Terms and Conditions
- 3.6 Drug Free Workplace Certificate
- 3.7 Statement of Contractor's Experience, Equipment & Personnel
- 3.8 E-Verify Contractor/Subcontractor Affidavit
- 3.9 Scope of Work / Specifications
- 3.10 Plans / Drawings

- 3.11 Agreement
- 3.12 Permits / Licenses
- 3.13 All Addenda Issued Prior to Bid Opening
- 3.14 All Modifications and Change Orders Issued
- 3.15 Notice of Award / Notice to Proceed

4. TERM

The term of this Agreement shall be January 17, 2019 through September 30, 2021, with the option to renew for two (2) additional one (1) year periods. Following completion of the initial term each renewal period shall automatically occur on the anniversary date (agreement effective date) unless either party provides a minimum ninety (90) day written notice of non-renewal. **The prices proposed by the Contractor shall remain fixed and firm for the initial term of the contract.** After initial term, the Contractor will meet with Purchasing and DPM staff 60 days prior to the end of the initial term, to negotiate an increase or decrease to the current awarded pricing to become effective for the following October 1st. The negotiated price change at the end of the initial term shall remain firm for the remainder of the two (2) additional one (1) year renewals. No increase will exceed 3%.

5. INSURANCE

- 5.1 **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.
- 5.2 **Automobile Liability Insurance** covering all automobiles and trucks the CONTRACTOR may use in connection with this Agreement. 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.
- 5.3 **Excess Liability Insurance (Umbrella Policy)** may compensate for a deficiency in general liability or automobile insurance coverage limits.
- 5.4 **Waiver of Subrogation:** By entering into any agreement as a result of this BID , CONTRACTOR agrees to a Waiver of Subrogation for each policy required above.
- 5.5 **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.
- 5.6 **Certificate(s) shall be dated and show:**
 - 5.6.1 The name of the insured CONTRACTOR, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.
 - 5.6.2 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.
 - 5.6.3 Subrogation of Waiver clause.
 - 5.6.4 The Village Community Development Districts 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.
 - 5.6.5 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.

5.6.6 All insurance policies shall be written on companies authorized to do business in the State of Florida.

6. SELF HELP BY DISTRICT

- 6.1 Within three (3) calendar days (72 hours) after being notified by DISTRICT in writing of defective or unacceptable work, if the CONTRACTOR fails to correct such work, DISTRICT may cause the unacceptable or defective work to be corrected. If the DISTRICT corrects the work, the DISTRICT shall be entitled to deduct from any monies due, or which may become due to CONTRACTOR, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such three (3) day period, and the CONTRACTOR immediately begins corrective work, and DISTRICT reasonably determines that the CONTRACTOR is diligently pursuing the completion of such corrective work, DISTRICT agrees to allow CONTRACTOR to complete correction of the defective or unacceptable work. 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.
- 6.2 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.
- 6.3 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.

7. TERMINATION BY THE DISTRICT

- 7.1 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.
- 7.2 After receipt of a Notice of Termination, and except as otherwise directed, CONTRACTOR shall:
- 7.2.1 Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
 - 7.2.2 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.
 - 7.2.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - 7.2.4 Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, and request the approval or ratification by the DISTRICT to the extent CONTRACTOR may require, which approval or ratification shall be final for all purposes of this clause.
 - 7.2.5 Continue to perform under the terms of the Agreement as to that portion of the work not terminated by the Notice of Termination.
- 7.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to DISTRICT CONTRACTOR's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by

DISTRICT. No claim will be allowed for any expense incurred by CONTRACTOR to after the receipt of the Notice of Termination and CONTRACTOR shall be deemed to waive any right to any further compensation.

7.4 CONTRACTOR and DISTRICT may agree upon the whole or any part of the amount or amounts to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Agreement price as reduced by the expenditures necessary to complete the job covered by this Agreement.

7.5 DISTRICT may, for any reason, terminate performance under this Agreement by the CONTRACTOR for convenience upon thirty (30) days written notice. DISTRICT will not be held responsible for any loss incurred by CONTRACTOR as a result of DISTRICT's election to terminate this Agreement pursuant to this paragraph.

8. OTHER MATTERS

8.1 CONTRACTOR shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the DISTRICT's property.

8.2 CONTRACTOR shall maintain complete and current printed Material Safety Data Sheets (MSDS) readily accessible to employees when they are in their work areas, during their work shifts. The CONTRACTOR acknowledges that the DISTRICT shall have no responsibility for making any disclosures to CONTRACTOR's employees or agents.

8.3 The obligations of the CONTRACTOR under this Agreement may not be delegated without the prior written consent of the DISTRICT. The DISTRICT may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.

8.4 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.

8.5 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.

8.6 CONTRACTOR does hereby specifically promise and agree to "hold harmless", defend and indemnify the DISTRICT and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.

8.7 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.

8.8 These Agreement Documents constitute the entire understanding and Agreement between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts/agreements 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.

- 8.9 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- 8.10 Time is of the essence in the performance of this Agreement. The CONTRACTOR specifically agrees that it will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Agreement shall be done according to specifications, subject only to delays caused through no fault of the CONTRACTOR.

9. CONTRACTOR'S REPRESENTATIONS

- 9.1 CONTRACTOR makes the following representations:
- 9.2 CONTRACTOR has familiarized himself with the nature and extent of the Agreement 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.
- 9.3 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 Agreement Documents relative thereto and has read all the addenda furnished prior to the bid opening, and that CONTRACTOR has satisfied itself relative to the work to be performed.
- 9.4 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 Agreement Documents.
- 9.5 CONTRACTOR has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Agreement Documents.
- 9.6 CONTRACTOR declares that submission of a proposal/bid for the work constitutes an incontrovertible representation that the CONTRACTOR has complied with every requirement of this Section, and that the Agreement Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- 9.7 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 Agreement.
- 9.8 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, subcontractor or sub-subcontractor are nor will be on the convicted vendor list during the term of this Agreement.
- 9.9 Public Records Act/Chapter 119 Requirements: The District is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:
- 9.9.1 Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
 - 9.9.2 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;
 - 9.9.3 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

- 9.9.4 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 Agreement to be executed in its name by the Chairman / Vice Chairman of the **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT**, attested by the clerk of said DISTRICT, and **CENTRAL FLORIDA STREET SIGNS, LLC** has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

Central Florida Street Signs, LLC

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

Attest

Attest

REVISED BID FORM – SLCDD
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
BID #19B-002 Multi Modal Path Tunnel Guide Sign Project

SLCDD Tunnels					
Item	Description	Quantity	Unit	Unit Cost	Total
1	Furnish decorative pole, base and finial (Black)	57	EA	\$234.30	\$13,355.10
2	Furnish decorative pole, base and finial (Green)	9	EA	\$234.30	\$2,108.70
3	Furnish Template A Sign Panel	7	EA	\$102.30	\$716.10
4	Furnish Template B Sign Panel	17	EA	\$86.90	\$1,477.30
5	Furnish Template C Sign Panel	4	EA	\$119.90	\$479.60
6	Furnish Template D Sign Panel	3	EA	\$100.10	\$300.30
7	Furnish Template E Sign Panel	8	EA	\$94.60	\$756.80
8	Furnish Template F Sign Panel	16	EA	\$126.50	\$2,024.00
9	Furnish Template G Sign Panel	5	EA	\$163.90	\$819.50
10	Furnish Template H Sign Panel	6	EA	\$189.20	\$1,135.20
11	Install decorative pole and sign panel (Complete)	66	EA	\$331.00	\$21,846.00
12	Install wall mounted sign panel (Complete)	5	EA	\$83.00	\$415.00
13	Remove sign assembly (Complete)	98	EA	\$122.00	\$11,956.00
Total Project Cost SLCDD				\$57,389.60	

NOTE(S):

- Bid will be awarded to one Contractor based on the lowest responsible and responsive Bidder. Bid evaluation to establish the lowest responsible and responsive Bidder will be determined utilizing the lowest COMBINED BID GRAND TOTAL and Contractor's References.
- Furnish decorative pole, base and finial (Black) - includes Part # SB-93 base and FIN-A3 finial
- Furnish decorative pole, base and finial (Green) - includes Part # SB-93VG base and FIN-B3VG finial
- Install decorative pole and sign panel (complete) - unit costs shall include all labor, material, and equipment necessary for the complete installation per the contract. This includes but is not limited to locates, survey, excavation and backfill, foundation, mounts, hardware, MOT, restoration, and any other costs associated with a complete installation.
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- 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.

**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 **SUMTER LANDING COMMUNITY DEVELOPMENT 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 Contract 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."

Michael Goff, President
Authorized Agent Name, Title (Print)

Authorized Signature

12/13/2018
Date

Name of Bidder's Firm:

Central Florida Street Signs. LLC

This document must be completed and returned with your Submittal

**BID FORM - VARIOUS DISTRICTS
- As Needed Installs-
ITB #19B-002 Multi Modal Path Tunnel Guide Sign Project**

Item	Description	Unit	Total
1	Furnish decorative pole, base and finial (Black)	EA	\$234.30
2	Furnish decorative pole, base and finial (Green)	EA	\$246.40
3	Furnish Template A Sign Panel	EA	\$102.30
4	Furnish Template B Sign Panel	EA	\$86.90
5	Furnish Template C Sign Panel	EA	\$119.90
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13	Remove sign assembly (Complete)	EA	\$122.00
Total As Needed Install Cost			\$2,000.10

- * Furnish decorative pole, base and finial (Black) - includes Part # SB-93 base and FIN-A3 finial
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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."

Michael Goff, President
Authorized Agent Name, Title (Print)

Authorized Signature

12/13/2018
Date

Name of Bidder's Firm:

Central Florida Street Signs. LLC

This document must be completed and returned with your Submittal

REVISED BID FORM – SLCDD
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
BID #19B-002 Multi Modal Path Tunnel Guide Sign Project

SLCDD Tunnels					
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**Village Community Development Districts
Purchasing Department**

EXHIBIT A

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Authorized Agent Name, Title (Print)

Authorized Signature

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Central Florida Street Signs. LLC

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**BID FORM - VARIOUS DISTRICTS
- As Needed Installs-
ITB #19B-002 Multi Modal Path Tunnel Guide Sign Project**

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 - Unit prices shall include all materials, labor, tools, equipment, fuels and debris removal.

**Multi-Modal Path Tunnel Guide Sign Projects: Districts
1, 2, 3, 4, VCCDD & SLCCDD and as Needed in Various Districts**

BID # 19B-002

"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 **VILLAGE COMMUNITY DEVELOPMENT DISTRICTS** in the form of a Purchase Order, 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 Contract 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."

Michael Goff, President
Authorized Agent Name, Title (Print)

Authorized Signature

12/13/2018
Date

Name of Bidder's Firm:

Central Florida Street Signs. LLC

This document must be completed and returned with your Submittal

**Village Community Development Districts
Purchasing Department**

EXHIBIT B



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Anne Hochsprung, Finance Director

DATE: 2/14/2019

SUBJECT: **Acceptance of Audit Report for Fiscal Year 2017-2018**

ISSUE: The annual audit of the financial statements for the Sumter Landing Community Development District for the Fiscal Year ending September 30, 2018, is complete and a copy is attached.

ANALYSIS/INFORMATION: The financial statements need to be distributed to those entities that require submission. A representative of the audit firm of Purvis, Gray, and Company, LLP will present the financial statements to the Board for acceptance.

STAFF RECOMMENDATION:

Recommend the Board accept the Audit Report for Fiscal Year 2017 – 2018.

MOTION: Motion to accept the Sumter Landing Community Development District Audit Report for Fiscal Year 2017 – 2018.

ATTACHMENTS:

Description	Type
▣ SLCDD Audit Report	Cover Memo
▣ SLCDD Auditor Letter	Cover Memo



SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Basic Financial Statements

September 30, 2018

(With Independent Auditors' Report Thereon)

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

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ON THE COVER

The cover photograph was submitted by
Lisa Babbitt, Customer & Administrative Support Representative
in the District Customer Service Center.

INDEPENDENT AUDITORS' REPORT

Board of Supervisors
Sumter Landing Community Development District
The Villages, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, and each major fund of Sumter Landing Community Development District (the District) as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Certified Public Accountants

P.O. Box 141270 • 222 N.E. 1st Street • Gainesville, Florida 32614-1270 • (352) 378-2461 • FAX (352) 378-2505
Laurel Ridge Professional Center • 2347 S.E. 17th Street • Ocala, Florida 34471 • (352) 732-3872 • FAX (352) 732-0542
443 East College Avenue • Tallahassee, Florida 32301 • (850) 224-7144 • FAX (850) 224-1762
5001 Lakewood Ranch Blvd. N., Suite 101 • Sarasota, Florida 34240 • (941) 907-0350 • FAX (941) 907-0309
MEMBERS OF AMERICAN AND FLORIDA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

Board of Supervisors
Sumter Landing Community Development District
The Villages, Florida

INDEPENDENT AUDITORS' REPORT
(Concluded)

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of the District, as of September 30, 2018, and the respective changes in financial position and, where applicable, cash flows thereof, and the respective budgetary comparison of the Lake Sumter Landing and Project Wide Special Revenue Funds for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, as listed in the accompanying table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 30, 2019, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Durvis, Gray and Company, LLP

January 30, 2019
Ocala, Florida

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Management's Discussion and Analysis

September 30, 2018

The Sumter Landing Community Development District (the District) management's discussion and analysis is designed to (a) assist the reader in focusing on significant financial issues, (b) provide an overview of the District's financial activities and (c) identify changes in the District's financial position and its ability to address the next and subsequent year challenges.

Financial Highlights

Entity-Wide Level

- The assets of the District exceeded its liabilities as of September 30, 2018, by \$69,100,685 (net position), an increase of \$5,263,959. Of the total net position, \$58,399,735 of unrestricted net position exists that can be used at the discretion of the Board of Supervisors.
- The District's total net position increased by \$5,263,959 during the Fiscal Year. This increase in net position resulted from a decrease of \$928,457 in net position in the governmental funds, while there was a \$6,192,416 increase in the proprietary funds. The proprietary fund increase was \$5,911,488 in the Sumter Landing Amenities Division (SLAD) Fund and an increase of \$280,928 in the three fitness centers.
- The District's long-term debt decreased during the year due to annual payments of \$8,435,000 on the issued bonds, bringing the ending balance of the bonds to \$397,095,000 on September 30, 2018.

Fund Level

- At the close of the Fiscal Year, the District's governmental funds reported combined fund balances of \$9,016,107, a net decrease of \$302,712, compared to the prior year. Of the total, \$5,399,403 is *unassigned fund balance*, available for use by the District on a discretionary basis. Capitalized assets and their associated depreciation are not recorded in the fund based financial statements due to the near-term focus of governmental revenue and expenditure flows.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to basic financial statements.

Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business. The **Statement of Net Position** presents information on all of the District's assets and deferred outflows compared to liabilities and deferred inflows, with the difference between the two reported as *net position*. Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of the Sumter Landing Community Development District is improving or deteriorating.

The **Statement of Activities** presents information showing how the government's net position changed during the most recent Fiscal Year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected assessments).

Both of the government-wide financial statements distinguish functions of the District that are principally supported by assessments and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the District include general government and physical environment

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Management's Discussion and Analysis

September 30, 2018

services. The business-type activities of the District include the Sumter Landing Amenities Division (SLAD) and the Sumter Landing Fitness Fund which provide general governmental, debt service, and culture and recreation services. The District has no component units, as all functions are performed by the primary government.

The government-wide financial statements are provided on pages 9-10 of this report.

The Fund Financial Statements, which report by individual fund, begin on page 11. Traditional users of governmental financial statements will find the fund financial statements presentation more familiar. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Sumter Landing Community Development District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The Lake Sumter Landing and the Project Wide Special Revenue Funds are the two governmental funds of the District. The Sumter Landing Amenities Division (SLAD) Fund is the main operating fund and with the Sumter Landing Fitness Fund comprises the only two proprietary funds in the District. The fund financial statements present information in more detail than the government-wide financial statements. Governmental Accounting Standards Board (GASB) Statement No. 34 provides the authoritative guidance on the governmental financial reporting model.

Governmental funds. *Governmental funds* are used to account for essentially the same functions as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the Fiscal Year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The District maintains two continuing governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balance for the Lake Sumter Landing and the Project Wide Special Revenue funds, both of which are considered to be major funds.

The District adopts an annual budget for both major governmental funds. Budgetary comparison statements for both funds can be found on pages 15-16 of this report.

Proprietary funds. The District maintains two proprietary funds, the Sumter Landing Amenities Division (SLAD) Enterprise Fund and the Sumter Landing Fitness Enterprise Fund. Enterprise funds, a category of proprietary funds, are included as *business-type activities* in the government-wide financial statements. Proprietary funds statements provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the SLAD and Fitness funds, which are both considered to be major funds of the Sumter Landing Community Development District. The basic proprietary fund financial statements can be found on pages 17-19 of this report.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Management's Discussion and Analysis

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Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found beginning on page 20 of this report.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the District, assets exceeded liabilities and deferred inflows by \$69.101 million as of September 30, 2018, representing an increase of \$5.264 million from the net position of approximately \$63.837 million as of September 30, 2017. The increase in net position for September 30, 2018, is due to the significant increase in the fund balance of the two proprietary funds, the SLAD Fund and the Fitness Fund, offset by depreciation related reductions in the balances of the governmental funds.

The District's net position is categorized as follows as of September 30, 2018:

Net investment in capital assets. This \$1.715 million portion of the District's net position (2.48%) reflects its investment in capital assets (e.g., land, buildings, machinery and equipment) less any related debt used to acquire those assets that are still outstanding. The District uses these capital assets to provide services to its residents; consequently, these assets are not available for future spending. Although the District's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves will not be used to liquidate these liabilities.

Restricted for debt service. An additional \$7.736 million portion of the District's net position (11.20%) represents resources that are subject to external restrictions on how they may be used. The District's restricted net position is restricted for the purpose of meeting its debt service obligations.

Restricted for renewal and replacement. A total of \$1.249 million of the District's net position (1.81%) is restricted by the bond indenture for use in the renewal and replacement of capital assets in the SLAD Fund.

Unrestricted net position. The remaining \$58.400 million balance of the District's net position (84.51%) may be used to meet the District's ongoing obligations to residents and creditors.

Table 1 on the following page reflects the summary statement of net position for the current and prior years.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Management's Discussion and Analysis

September 30, 2018

Table 1
Summary Statement of Net Position

	<u>Governmental Activities</u>		<u>Business-type Activities</u>		<u>Total</u>	
	<u>September 30,</u>		<u>September 30,</u>		<u>September 30,</u>	
	<u>2018</u>	<u>2017</u>	<u>2018</u>	<u>2017</u>	<u>2018</u>	<u>2017</u>
Assets:						
Current and other assets	\$ 9,546,943	10,514,544	71,629,926	63,318,568	81,176,869	73,833,112
Capital assets, net of accumulated depreciation	33,419,554	34,045,299	212,290,860	219,367,751	245,710,414	253,413,050
Intangible assets, net of accumulated amortization	-	-	152,149,053	157,348,878	152,149,053	157,348,878
Total assets	<u>42,966,497</u>	<u>44,559,843</u>	<u>436,069,839</u>	<u>440,035,197</u>	<u>479,036,336</u>	<u>484,595,040</u>
Deferred outflows of resources:						
Deferred charges on refunding	-	-	950,858	998,401	950,858	998,401
Liabilities:						
Current and other liabilities	530,836	1,195,725	13,260,673	15,030,990	13,791,509	16,226,715
Long-term debt:						
Due within one year	-	-	7,500,000	8,435,000	7,500,000	8,435,000
Due in more than one year	-	-	389,595,000	397,095,000	389,595,000	397,095,000
Total liabilities	<u>530,836</u>	<u>1,195,725</u>	<u>410,355,673</u>	<u>420,560,990</u>	<u>410,886,509</u>	<u>421,756,715</u>
Net position (deficit)						
Net investment in capital assets	33,419,554	34,045,299	(31,704,229)	(27,814,970)	1,715,325	6,230,329
Restricted for debt service	-	-	7,736,348	8,531,191	7,736,348	8,531,191
Restricted for renewal and replacement	-	-	1,249,277	1,227,408	1,249,277	1,227,408
Unrestricted	9,016,107	9,318,819	49,383,628	38,528,979	58,399,735	47,847,798
Total net position	<u>\$ 42,435,661</u>	<u>43,364,118</u>	<u>26,665,024</u>	<u>20,472,608</u>	<u>69,100,685</u>	<u>63,836,726</u>

Governmental Activities

Governmental activities decreased the District's net position by \$928,457 during the year ended September 30, 2018.

Business-type Activities

Business-type activities increased the District's net position by \$6,192,416 during the year ended September 30, 2018. The increase reflects the increase in net position of the Sumter Landing Fitness Enterprise Fund and the continued improved operations of the Sumter Landing Amenities Division Fund. Included in the increase for the Sumter Landing Amenities Division Fund was the operating income due to the purchase of the recreation facilities and amenity fees south of highway 466 and north of highway 44. The District's business-type activities consist of recreation, fitness and security services provided to District residents.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

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Table 2 below reflects the summary statement of activities for the current and prior years.

Table 2
Changes in Net Position

	Governmental Activities		Business-type Activities		Total	
	September 30,		September 30,		September 30,	
	2018	2017	2018	2017	2018	2017
Operating revenues:						
General government	\$ 197,394	68,679	67,164,677	55,904,353	67,362,071	55,973,032
Special assessments	12,888,847	11,936,342	-	-	12,888,847	11,936,342
Public safety	-	-	3,712,987	4,269,541	3,712,987	4,269,541
Culture/recreation	-	-	1,082,327	1,133,199	1,082,327	1,133,199
General revenues:						
Interest and other earnings	204,310	220,698	970,016	646,146	1,174,326	866,844
Total revenues	<u>13,290,551</u>	<u>12,225,719</u>	<u>72,930,007</u>	<u>61,953,239</u>	<u>86,220,558</u>	<u>74,178,958</u>
Expenses:						
General government services	-	-	21,112,839	21,378,414	21,112,839	21,378,414
Public safety	-	-	3,952,768	3,840,405	3,952,768	3,840,405
Physical environment	13,061,100	11,413,146	11,964,881	9,498,357	25,025,981	20,911,503
Culture/recreation	-	-	17,336,720	14,463,133	17,336,720	14,463,133
Depreciation (unallocated)	1,157,908	1,149,230	7,170,558	6,639,300	8,328,466	7,788,530
Amortization expense	-	-	5,199,825	2,849,062	5,199,825	2,849,062
Total expenses	<u>14,219,008</u>	<u>12,562,376</u>	<u>66,737,591</u>	<u>58,668,671</u>	<u>80,956,599</u>	<u>71,231,047</u>
Changes in net position	<u>\$ (928,457)</u>	<u>(336,657)</u>	<u>6,192,416</u>	<u>3,284,568</u>	<u>5,263,959</u>	<u>2,947,911</u>

Budgetary Highlights

During the year, there were no changes to the revenue budget for Lake Sumter Landing Fund; however, there was an increase in the expenditure budget of \$147,944 in the capital outlay line item. There was an increase in the Project Wide revenue budget of \$99,181 in the miscellaneous revenue line item, as well as an increase in the expenditure budget of \$370,622 in the repairs and maintenance/landscape line item (\$324,243) and the capital outlay line item (\$46,379).

Capital Asset and Debt Administration

Capital Assets

The District's capital assets as of September 30, 2018, and September 30, 2017, amounted to \$245,710,414 and \$253,413,050, respectively. This is net of accumulated depreciation and includes land, buildings, improvements other than buildings, furniture and equipment, and construction in progress. Additional information regarding the District's capital assets can be found in Note 3 of the Notes to Basic Financial Statements.

Long-term Debt

As of September 30, 2018, and September 30, 2017, the District had long-term debt outstanding of \$397,095,000 and \$405,530,000, respectively. The majority of the debt as of September 30, 2018, consists of Recreational Revenue Refunding Bonds issued during Fiscal Year 2015-2016 and Recreation Revenue Bonds issued in 2016-2017 in the total amount of \$345,035,000. This debt is secured by a lien and pledge of revenues under the indentures which are derived by the District from the users of the recreational facilities. Additional information regarding the District's long-term debt can be found in Note 5 of the Notes to Basic Financial Statements.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Management's Discussion and Analysis

September 30, 2018

Economic Factors and Next Year's Budgets and Rates

- The unemployment rate in Sumter County where the District is located was 4.3 percent in September 2018 which is a decrease from a rate of 4.7 percent a year ago. The State's average unemployment rate is 3.5 percent and is below the national average rate of 3.7 percent.
- Inflationary trends in the area are comparable to national indices. The national Consumer Price Index (CPI) annual change for all urban consumers changed from 2.23 percent in September 2017 to 2.28 percent in September 2018.

These factors were considered in preparing the District's budget for the 2018-2019 Fiscal Year. The Lake Sumter Landing Special Revenue Fund is projecting a slight increase in revenue of \$2,785 and an expenditure decrease of \$100,495 in Fiscal Year 2018-2019 compared to the amended budget in Fiscal Year 2017-2018. The majority of the expenditure decrease is in capital outlay, offset by minor increases and decreases in various line items.

The Project Wide Special Revenue Fund is projecting a revenue increase of \$1,195,643 largely due to the expected full year participation of District 12 in the Project Wide Fund. An expenditure increase of \$939,704 is also projected. The expenditure increase is mainly in the repairs and maintenance services line item with an increase of \$710,021, offset by minor increases and decreases in other line items.

The Sumter Landing Amenities Division Fund sees a Fiscal Year 2018-2019 increase in revenues budgeted of \$5,063,448 with expenditure increases of \$2,761,733. The increase in revenues is primarily due to an increase in amenity fees of \$4,197,804, due to the increased service area from the 2017-2018 purchase of amenities south of highway 466, offset by minor increases and decreases in various line items. The increase in the expenditure budget is primarily due to increases in the repairs and maintenance services areas of \$1,609,505, offset by minor increases and decreases in various line items.

The Fitness Enterprise Fund sees a Fiscal Year 2018-2019 revenue decrease of \$51,100 and a projected expenditure increase of \$360,951. Most of the expenditure increase is an increase of \$284,767 operating supplies, offset by other minor line item changes. Most of the revenue increase results from an expected decrease in fitness fee revenue, particularly in the Fenney fitness line item.

Requests for Information

The District's financial statements are designed to present users (residents, customers, investors and creditors) with a general overview of the District's finances and to demonstrate the District's accountability. If you have any questions about the report or need additional financial information, contact the Village Community Development Districts, Finance Department at 984 Old Mill Run, The Villages, FL 32162; Telephone (352) 753-0421.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Statement of Net Position

September 30, 2018

	Governmental Activities	Business-type Activities	Total
Assets			
Cash and cash equivalents	\$ 2,233,092	\$ 51,315,058	\$ 53,548,150
Investments	6,553,854	12,093,475	18,647,329
Accounts receivable (net)	133,016	7,139,433	7,272,449
Due from other governments	626,995	1,057,570	1,684,565
Prepays	-	4,707	4,707
Internal balances	(14)	14	-
Capital assets:			
Non depreciable assets	3,709,658	13,139,728	16,849,386
Depreciable assets (net of depreciation)	29,709,896	199,151,132	228,861,028
Intangible assets (net of accumulated amortization)	-	152,149,053	152,149,053
Total assets	<u>42,966,497</u>	<u>436,050,170</u>	<u>479,016,667</u>
Deferred outflows of resources			
Deferred charges on refunding	-	950,858	950,858
Total assets and deferred outflows of resources	<u>42,966,497</u>	<u>437,001,028</u>	<u>479,967,525</u>
Liabilities			
Accounts payable	507,190	1,035,499	1,542,689
Accrued expenses	23,646	16,505	40,151
Accrued interest payable	-	8,010,474	8,010,474
Unearned revenue	-	3,758,775	3,758,775
Due to other governments	-	377,224	377,224
Due to developer for amenity fees	-	42,527	42,527
Long-term debt:			
Due within one year	-	7,500,000	7,500,000
Due in more than one year	-	389,595,000	389,595,000
Total liabilities	<u>530,836</u>	<u>410,336,004</u>	<u>410,866,840</u>
Net Position			
Net investment in capital assets	33,419,554	(31,704,229)	1,715,325
Restricted for:			
Debt service	-	7,736,348	7,736,348
Renewal and replacement	-	1,249,277	1,249,277
Unrestricted	9,016,107	49,383,628	58,399,735
Total net position	<u>\$ 42,435,661</u>	<u>\$ 26,665,024</u>	<u>\$ 69,100,685</u>

See accompanying notes to basic financial statements.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Statement of Activities
Year Ended September 30, 2018

Functions/Programs	Expenses	Program revenues			Net (expense) revenue and changes in net assets		
		Charges for services	Operating grants and contributions	Capital grants and contributions	Governmental activities	Business-type activities	Total
Governmental activities:							
Physical environment	\$ 13,061,100	12,888,847	197,394	-	25,141	-	25,141
Depreciation (unallocated)	1,157,908	-	-	-	(1,157,908)	-	(1,157,908)
Total governmental activities	14,219,008	12,888,847	197,394	-	(1,132,767)	-	(1,132,767)
Business-type activities:							
General government services	26,312,664	67,164,677	-	-	-	40,852,013	40,852,013
Public safety	3,952,768	3,712,987	-	-	-	(239,781)	(239,781)
Physical environment	11,964,881	-	-	-	-	(11,964,881)	(11,964,881)
Culture/recreation	17,336,720	1,082,327	-	-	-	(16,254,393)	(16,254,393)
Depreciation (unallocated)	7,170,558	-	-	-	-	(7,170,558)	(7,170,558)
Total business-type activities	66,737,591	71,959,991	-	-	-	5,222,400	5,222,400
Total primary government	\$ 80,956,599	84,848,838	197,394	-	(1,132,767)	5,222,400	4,089,633
General revenues:							
Investment earnings					204,310	970,016	1,174,326
Total general revenues					204,310	970,016	1,174,326
Change in net position					(928,457)	6,192,416	5,263,959
Net position – beginning					43,364,118	20,472,608	63,836,726
Net position – ending					\$ 42,435,661	26,665,024	69,100,685

See accompanying notes to basic financial statements.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
LAKE SUMTER LANDING & PROJECT WIDE

Balance Sheet – Governmental Funds

September 30, 2018

	Lake Sumter Landing	Project Wide	Total
Assets:			
Cash and cash equivalents	\$ 338,229	1,894,863	2,233,092
Investments	1,800,240	4,753,614	6,553,854
Accounts receivable (net)	1,706	131,310	133,016
Due from other governments	-	626,995	626,995
Total assets	2,140,175	7,406,782	9,546,957
Liabilities:			
Accounts payable	80,895	426,295	507,190
Due to other funds	14	-	14
Due to other governments	-	11,252	11,252
Other current liabilities	12,394	-	12,394
Total liabilities	93,303	437,547	530,850
Fund balances:			
Committed for renewal & replacement	1,444,088	2,172,616	3,616,704
Unassigned	602,784	4,796,619	5,399,403
Total fund balances	2,046,872	6,969,235	9,016,107
Total liabilities and fund balances	\$ 2,140,175	7,406,782	9,546,957

See accompanying notes to basic financial statements.

**SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
LAKE SUMTER LANDING & PROJECT WIDE**

Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position
September 30, 2018

Total fund balances, governmental funds		\$	9,016,107
Total net position reported for governmental activities in the statement of net position is different because:			
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds:			
Capital assets	\$	48,502,050	
Less accumulated depreciation		<u>(15,082,496)</u>	33,419,554
Net position of governmental activities	\$		<u><u>42,435,661</u></u>

See accompanying notes to basic financial statements.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
GOVERNMENTAL FUNDS

Statement of Revenues, Expenditures and Changes in
Fund Balances – Governmental Funds
Year Ended September 30, 2018

	Lake Sumter Landing	Project Wide	Total
Revenues:			
Special assessments	\$ 1,550,185	-	1,550,185
Intergovernmental revenue	-	11,319,016	11,319,016
Other revenue	18,921	178,473	197,394
Investment earnings	46,572	157,738	204,310
Rents and leases	19,646	-	19,646
Total revenues	<u>1,635,324</u>	<u>11,655,227</u>	<u>13,290,551</u>
Expenditures:			
Current			
Physical environment	1,488,218	11,572,882	13,061,100
Capital outlay	<u>137,226</u>	<u>394,937</u>	<u>532,163</u>
Total expenditures	<u>1,625,444</u>	<u>11,967,819</u>	<u>13,593,263</u>
Net change in fund balances	<u>9,880</u>	<u>(312,592)</u>	<u>(302,712)</u>
Fund balances, at beginning of year	<u>2,036,992</u>	<u>7,281,827</u>	<u>9,318,819</u>
Fund balances, at end of year	<u><u>\$ 2,046,872</u></u>	<u><u>6,969,235</u></u>	<u><u>9,016,107</u></u>

See accompanying notes to basic financial statements.

**SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
GOVERNMENTAL FUNDS**

Reconciliation of the Statement of Revenues, Expenditures, and Changes in
Fund Balances – Governmental Funds to the Statement of Activities
Year Ended September 30, 2018

Net change in fund balances – total governmental funds	\$	(302,712)
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Amounts reported for governmental activities in the statement of
activities are different because:

Governmental funds report capital outlays as expenditures,
however, in the statement of activities, the cost of those assets
is capitalized and allocated over their estimated useful lives as
depreciation expense. This is the amount of capital outlay less
depreciation expense in the fiscal year.

Capital outlay	\$	532,163	
Depreciation expense		<u>(1,157,908)</u>	<u>(625,745)</u>

Change in net position of governmental activities	\$	<u><u>(928,457)</u></u>
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See accompanying notes to basic financial statements.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
LAKE SUMTER LANDING SPECIAL REVENUE FUND

Statement of Revenues, Expenditures and Changes in
Fund Balances – Budget and Actual
Year Ended September 30, 2018

	Budgeted Amounts		Actual	Variance with
	Original	Final	amounts	final budget
Revenues:				
Special assessments	\$ 1,550,185	# 1,550,185	1,550,185	-
Miscellaneous revenue	12,000	12,000	18,921	6,921
Rentals and leases	18,846	18,846	19,646	800
Investment earnings	1,515	1,515	46,572	45,057
Total revenues	<u>1,582,546</u>	<u>1,582,546</u>	<u>1,635,324</u>	<u>52,778</u>
Expenditures:				
Management fees and professional services	161,216	161,216	153,436	7,780
Other contractual services	313,040	313,040	205,103	107,937
Utility service	242,024	242,024	207,198	34,826
Rentals and leases	1,200	1,200	1,790	(590)
Repairs and maintenance	887,430	882,768	807,567	75,201
Other current charges	110,381	110,381	105,498	4,883
Operating supplies	14,200	14,200	7,626	6,574
Capital outlay	40,303	192,909	137,226	55,683
Total expenditures	<u>1,769,794</u>	<u>1,917,738</u>	<u>1,625,444</u>	<u>292,294</u>
Excess of revenues over expenditures	<u>(187,248)</u>	<u>(335,192)</u>	<u>9,880</u>	<u>345,072</u>
Other financing sources:				
Transfer in (out)	<u>(48,273)</u>	<u>(48,273)</u>	<u>-</u>	<u>48,273</u>
Total other financing sources	<u>(48,273)</u>	<u>(48,273)</u>	<u>-</u>	<u>48,273</u>
Net change in fund balance	<u>(235,521)</u>	<u>(383,465)</u>	<u>9,880</u>	<u>393,345</u>
Fund balances, at beginning of year	<u>2,036,992</u>	<u>2,036,992</u>	<u>2,036,992</u>	<u>-</u>
Fund balances, at end of year	<u>\$ 1,801,471</u>	<u>1,653,527</u>	<u>2,046,872</u>	<u>393,345</u>

See accompanying notes to basic financial statements.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
PROJECT WIDE FUND

Statement of Revenues, Expenditures and Changes in
Fund Balances – Budget and Actual
Year Ended September 30, 2018

	Budgeted Amounts		Actual amounts	Variance with final budget
	Original	Final		
Revenues:				
Transportation	\$ 355,436	355,436	355,565	129
Shared revenues from other local governments	10,963,451	10,963,451	10,963,451	-
Miscellaneous revenue	6,958	106,139	178,473	72,334
Investment earnings	12,425	12,425	157,738	145,313
Total revenues	<u>11,338,270</u>	<u>11,437,451</u>	<u>11,655,227</u>	<u>217,647</u>
Expenditures:				
Professional services	926,495	926,495	812,227	114,268
Other contractual services	16,482	16,482	56,438	(39,956)
Utility services	1,158,894	1,158,894	1,120,651	38,243
Rents & leases	1,000	1,000	-	1,000
Repairs and maintenance/landscape	9,369,115	9,693,358	9,568,420	124,938
Printing & binding	500	500	387	113
Operating supplies	6,300	6,300	14,760	(8,460)
Capital outlay	342,624	389,003	394,936	(5,933)
Total expenditures	<u>11,821,410</u>	<u>12,192,032</u>	<u>11,967,819</u>	<u>224,213</u>
Excess of revenues over expenditures	<u>(483,140)</u>	<u>(754,581)</u>	<u>(312,592)</u>	<u>441,860</u>
Fund balances, at beginning of year	<u>7,281,827</u>	<u>7,281,827</u>	<u>7,281,827</u>	<u>-</u>
Fund balances, at end of year	<u>\$ 6,798,687</u>	<u>6,527,246</u>	<u>6,969,235</u>	<u>441,860</u>

See accompanying notes to basic financial statements.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Proprietary Funds

Statement of Net Position

September 30, 2018

	Sumter Landing Amenities Division (SLAD)	Sumter Landing Fitness Fund	Total
Assets			
Current assets:			
Cash and cash equivalents	\$ 32,492,479	1,826,480	34,318,959
Restricted cash and cash equivalents	15,746,761	-	15,746,761
Investments	9,981,230	2,112,245	12,093,475
Accounts receivable (net)	7,095,889	5,235	7,101,124
Due from other funds	17,262	2,421	19,683
Due from other governments	1,057,570	-	1,057,570
Accrued interest receivable	38,309	-	38,309
Prepaid expenses	4,707	-	4,707
Total current assets	<u>66,434,207</u>	<u>3,946,381</u>	<u>70,380,588</u>
Non-current assets:			
Restricted cash and cash equivalents	1,249,338	-	1,249,338
Capital assets:			
Land	13,139,728	-	13,139,728
Buildings and structures	218,607,479	10,547	218,618,026
Infrastructure	3,416,095	-	3,416,095
Machinery and equipment	427,661	15,754	443,415
Less accumulated depreciation	(23,311,461)	(14,943)	(23,326,404)
Intangible assets (net of accumulated amortization)	<u>152,149,053</u>	<u>-</u>	<u>152,149,053</u>
Total non-current assets	<u>365,677,893</u>	<u>11,358</u>	<u>365,689,251</u>
Total assets	<u>432,112,100</u>	<u>3,957,739</u>	<u>436,069,839</u>
Deferred outflow of resources:			
Deferred amount on debt refunding	<u>950,858</u>	<u>-</u>	<u>950,858</u>
Total assets and deferred outflows	<u>433,062,958</u>	<u>3,957,739</u>	<u>437,020,697</u>
Liabilities			
Current liabilities:			
Accounts payable	1,001,129	34,370	1,035,499
Accrued expenses	16,505	-	16,505
Accrued interest payable	8,010,474	-	8,010,474
Unearned revenue	3,633,765	125,010	3,758,775
Due to other funds	2,421	17,248	19,669
Due to other governments	377,224	-	377,224
Due to developer for amenity fees	42,527	-	42,527
Current installments of revenue bonds payable	<u>7,500,000</u>	<u>-</u>	<u>7,500,000</u>
Total current liabilities	<u>20,584,045</u>	<u>176,628</u>	<u>20,760,673</u>
Non-current liabilities:			
Revenue bonds payable, net	<u>389,595,000</u>	<u>-</u>	<u>389,595,000</u>
Total non-current liabilities	<u>389,595,000</u>	<u>-</u>	<u>389,595,000</u>
Total liabilities	<u>410,179,045</u>	<u>176,628</u>	<u>410,355,673</u>
Net position			
Net investment in capital assets	(31,715,587)	11,358	(31,704,229)
Restricted for debt service	7,736,348	-	7,736,348
Restricted for renewal and replacement	1,249,277	-	1,249,277
Unrestricted	<u>45,613,875</u>	<u>3,769,753</u>	<u>49,383,628</u>
Total net position	<u>\$ 22,883,913</u>	<u>3,781,111</u>	<u>26,665,024</u>

See accompanying notes to basic financial statements.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
Proprietary Funds

Statement of Revenues, Expenses and Changes in Fund Net Position
Year Ended September 30, 2018

	Sumter Landing Amenities Division (SLAD)	Sumter Landing Fitness Fund	Total
Operating revenues:			
Charges for services			
Amenity fees	\$ 67,164,677	-	67,164,677
Membership fees	-	834,735	834,735
Golf and recreation management fees	247,592	-	247,592
Other fees	3,712,059	928	3,712,987
Total operating revenues	<u>71,124,328</u>	<u>835,663</u>	<u>71,959,991</u>
Operating expenses:			
General government services	5,044,358	-	5,044,358
Public safety	3,952,768	-	3,952,768
Physical environment	11,964,881	-	11,964,881
Culture/recreation	16,707,613	629,107	17,336,720
Depreciation Expense	7,166,535	4,023	7,170,558
Amortization expense	5,199,825	-	5,199,825
Total operating expenses	<u>50,035,980</u>	<u>633,130</u>	<u>50,669,110</u>
Operating income	<u>21,088,348</u>	<u>202,533</u>	<u>21,290,881</u>
Non-operating revenue (expenses):			
Investment earnings	891,621	78,395	970,016
Interest expense	(16,068,481)	-	(16,068,481)
Total non-operating revenue (expenses)	<u>(15,176,860)</u>	<u>78,395</u>	<u>(15,098,465)</u>
Change in net position	<u>5,911,488</u>	<u>280,928</u>	<u>6,192,416</u>
Total net position, beginning	<u>16,972,425</u>	<u>3,500,183</u>	<u>20,472,608</u>
Total net position, ending	<u>\$ 22,883,913</u>	<u>3,781,111</u>	<u>26,665,024</u>

See accompanying notes to basic financial statements.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Proprietary Funds

Statement of Cash Flows

For The Fiscal Year Ended September 30, 2018

	Sumter Landing Amenities Division (SLAD)	Sumter Landing Fitness Fund	Total
Cash flows from operating activities:			
Receipts from customers	\$ 72,917,369	827,325	73,744,694
Payments to suppliers/professional fees	(39,758,698)	(636,474)	(40,395,172)
Net cash provided by operating activities	\$ 33,158,671	190,851	33,349,522
Cash flows from capital and related financing activities:			
Principal payments on capital debt	(8,435,000)	-	(8,435,000)
Interest paid	(16,084,255)	-	(16,084,255)
Acquisition of capital assets	(88,171)	(5,496)	(93,667)
Net cash used in capital and related financing activities	(24,607,426)	(5,496)	(24,612,922)
Cash flows from investing activities:			
Purchases of investments	(213,903)	(48,947)	(262,850)
Interest earned on investments	871,393	78,395	949,788
Net cash provided by investing activities	657,490	29,448	686,938
Net increase (decrease) in cash and cash equivalents	9,208,735	214,803	9,423,538
Cash and cash equivalents, beginning of year	40,279,843	1,611,677	41,891,520
Cash and cash equivalents, end of year	\$ 49,488,578	1,826,480	51,315,058
Reconciliation of cash and cash equivalents per statement of cash flows to the statement of net position:			
Unrestricted cash and cash equivalents	\$ 32,492,479	1,826,480	34,318,959
Restricted cash and cash equivalents-current	15,746,761	-	15,746,761
Restricted cash and cash equivalents-non-current	1,249,338	-	1,249,338
Cash and cash equivalents	\$ 49,488,578	1,826,480	51,315,058
Reconciliation of operating income to net cash provided (used) in operating activities:			
Operating income	\$ 21,088,348	202,533	21,290,881
Adjustments to reconcile operating income to net cash provided (used) by operating activities:			
Depreciation	7,166,535	4,023	7,170,558
Amortization	5,199,825	-	5,199,825
Change in assets and liabilities:			
(Increase) Decrease in:			
Accounts Receivable	1,619,075	(707)	1,618,368
Prepaid expenses	(870)	-	(870)
Due from other funds	34,466	(1,855)	32,611
Due from other governments	(209,156)	-	(209,156)
Increase (Decrease) in:			
Accounts payable and accrued liabilities	178,204	21,355	199,559
Unearned revenue	140,370	(5,776)	134,594
Due to developer	(1,974,780)	-	(1,974,780)
Due to other funds	2,421	(28,447)	(26,026)
Due to other governments	(85,767)	(275)	(86,042)
Net cash provided by operating activities	\$ 33,158,671	190,851	33,349,522

See accompanying notes to basic financial statements.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

(1) Summary of Significant Accounting Policies

(a) *Reporting Entity*

Sumter Landing Community Development District (the District) was established in 2002 to manage and finance basic services for a development district located in The Villages, Florida. The District was created by Sumter County Commission Ordinance No. 02-06 pursuant to the provisions of Chapter 190.005 of the Florida Statutes and operates within the criteria established by Chapter 190. The District is governed by a five-member Board of Supervisors, who are elected on a rotating basis by the landowners within the District for terms from two to four years. As of September 30, 2018, each member of the Board of Supervisors is an employee of or affiliated with the Developer.

The District provides recreation and security services to the residents of a retirement community known as The Villages, located in The Villages, Florida. The Villages spans approximately 51 square miles across the borders of Lake, Sumter and Marion Counties, the City of Wildwood, the City of Fruitland Park and the Town of Lady Lake, Florida, and when fully developed is expected to include approximately 75,000 residences and 150,000 residents. The Villages of Lake-Sumter, Inc. was the developer and initial owner of the property within the District. The Villages continues to be developed by the developer, a family-owned business, established for the single purpose of developing The Villages.

There are no component units that are legally separate from the District. There are fifteen Community Development Districts (CDDs) in the total structure of The Villages, each being a separate government entity established pursuant to Chapter 190, Florida Statutes.

The Developer has formed the following community development districts:

- Village Center CDD (Lake, Marion and Sumter Counties) – This CDD provides water and sewer utility services, recreation services, security services, fire protection, and paramedic services to the residents. The cost of operations is funded by amenity and utility fees that residents pay monthly. This CDD also provides for the maintenance of common areas and roadways for the commercial areas within the CDD boundaries. The cost of maintenance in the commercial areas is funded through commercial maintenance assessments.
- Sumter Landing CDD (Sumter County) – This CDD provides recreation and security services to the residents. The cost of operations is funded by amenity fees that residents pay monthly. This CDD also provides for the maintenance of common areas and roadways for the commercial areas within the CDD boundaries. The cost of maintenance in the commercial areas is funded through commercial maintenance assessments.
- Brownwood CDD (Sumter County) – Brownwood CDD (Sumter County) – This CDD was newly established in June 2012 by the City of Wildwood, Florida and is located at the southern end of The Villages. This CDD provides for the maintenance of common areas and roadways for the commercial areas within the CDD boundaries. The cost of maintenance in the commercial areas is funded through commercial maintenance assessments as the new downtown area builds out.
- Village CDD No. 1 (Sumter County) – This CDD's boundary consists of approximately 993 acres in the northeast corner of the county. The development included construction of 3,420 residential units.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

(1) Summary of Significant Accounting Policies (continued)

(a) Reporting Entity (continued)

- Village CDD No. 2 (Sumter County) – This CDD’s boundary consists of approximately 990 acres in the northeast corner of the county. The development included construction of 3,668 residential units.
- Village CDD No. 3 (Sumter County) – This CDD’s boundary consists of approximately 894 acres in the northeast corner of the county. The development included construction of 3,762 residential units.
- Village CDD No. 4 (Marion County) – This CDD’s boundary consists of approximately 1,253 acres in the southern portion of the county. The development included construction of 5,432 residential units of which 85 remain unsold as of the end of the Fiscal Year.
- Village CDD No. 5 (Sumter County) – This CDD’s boundary consists of approximately 1,407 acres in the northeast corner of the county. The development included construction of 6,399 residential units.
- Village CDD No. 6 (Sumter County) – This CDD’s boundary consists of approximately 1,497 acres in the northeast corner of the county. Planned development included construction of 6,697 residential units of which 1 remains unsold as of the end of the Fiscal Year.
- Village CDD No. 7 (Sumter County) – This CDD’s boundary consists of approximately 976 acres in the northeast corner of the county. The development included construction of 4,765 residential units.
- Village CDD No. 8 (Sumter County) – This CDD’s boundary consists of approximately 1,098 acres in the northeast corner of the county. Planned development includes construction of 5,193 residential units of which 60 remain unsold and are being used as lifestyle preview homes by the Developer.
- Village CDD No. 9 (Sumter County) – This CDD’s boundary consists of approximately 1,299 acres in the northeast corner of the county. The development includes construction of 5,409 residential units.
- Village CDD No. 10 (Sumter County) – This CDD’s boundary consists of approximately 1,490 acres in the northeast corner of the county. Planned development includes construction of 6,639 residential units of which 115 remain unsold as of the end of the Fiscal Year.
- Village CDD No. 11 (Lake County) – This CDD’s boundary consists of approximately 693 acres within the city limits of Fruitland Park in the western portion of Lake County. Planned development includes construction of 2,055 residential units of which 34 remain unsold as of the end of the Fiscal Year.
- Village CDD No. 12 (Sumter County) – This CDD’s boundary consists of approximately 1,483 acres within the city limits of the City of Wildwood in the in the northeast corner of the county. Planned development includes construction of 6,144 residential units of which 4,608 remain unsold as of the end of the Fiscal Year.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

(1) Summary of Significant Accounting Policies (continued)

(a) Reporting Entity (continued)

Some of these community development districts have issued special assessment revenue bonds to finance various infrastructure improvements in their respective boundaries that are secured by special assessments levied on benefited lands in each district. It is anticipated that additional infrastructure improvements within The Villages will be undertaken by these community development districts and/or community development districts that will be created in the future, for which special assessments may be imposed on residences in The Villages and lands owned by the Developer.

In addition to the above there is one dependent district of Sumter County that is part of the family of Districts that comprise the local government of The Villages.

- North Sumter County Utility Dependent District (NSCUDD) (Sumter and Marion Counties)
 - The dependent district was established in July 2010 to manage and finance basic potable water, wastewater treatment and reclaimed water services for approximately 7,721 acres of land located in unincorporated Sumter County in The Villages, Florida. The District was created on July 13, 2010, by Sumter County, Florida, in Ordinance No. 2010-10, pursuant to the provisions of Chapter 189 of the Florida Statutes, and operates within the criteria established by Chapter 189. The service area of NSCUDD was expanded to include solid waste collection services for the entire Sumter County portion of The Villages. The City of Wildwood and Marion County entered into interlocal agreements with the District on November 20, 2012, authorizing the District to provide solid waste collection services in portions of their jurisdictions, including Brownwood District and District No. 4. The City of Fruitland Park entered into an interlocal agreement with the District on June 12, 2014, authorizing the District to provide solid waste collection services in the portion of their jurisdiction that lies within The Villages.

The financial statements of the District have been prepared in conformity with U.S. Generally Accepted Accounting Principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

(b) Basic Financial Statements

Government-wide and Fund Financial Statements

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. The government-wide financial statements (i.e., the statement of net position and statement of activities) report information on all of the non-fiduciary activities of the District. For the most part, the effect of internal activity has been removed from these statements.

The financial reporting model focus is on either the District as a whole, or major individual funds. The government-wide statement of net position reports the governmental activities of the District (a) on a government-wide basis and (b) on a full accrual basis, using the economic resources measurement focus, which incorporates long-term assets and receivables as well as long-term debt and obligations. The statement of activities reflects the expenses of the District, which are offset by revenues. Program revenues are defined as charges for services, operating grants and contributions, and capital grants and contributions directly associated with a given function.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

(1) Summary of Significant Accounting Policies (continued)

(b) Basic Financial Statements (continued)

Government-wide and Fund Financial Statements (continued)

The District's major funds are presented in separate columns on the fund financial statements. The definition of a major fund is one that meets certain criteria set forth in GASB 34. The Lake Sumter Landing and the Project Wide Special Revenue Funds meet this definition as governmental funds and are designated as major funds. The Sumter Landing Amenities Division (SLAD) and Fitness

Enterprise funds also meet this definition as proprietary funds and are designated as major funds. The District has no non-major funds.

Program revenues in the statement of activities consist primarily of special assessment revenues. Net position is categorized as net investment in capital assets, restricted, and unrestricted.

Net investment in capital assets is intended to reflect the portion of net position which is associated with capital assets net of accumulated depreciation less outstanding capital asset related debt.

Restricted net position is assets that have third party (statutory, bond covenant or granting agency) or enabling legislation limits on their use. The District would typically use restricted assets first, as appropriate opportunities arise, but reserves the right to selectively defer the use thereof to a future project or replacement equipment acquisition.

Unrestricted net position represents net position not included in net investment in capital assets or restricted net position.

(c) Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary funds financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due and compensated absences are recognized to the extent they have matured.

Governmental funds report fund balances either as non-spendable or spendable. Spendable balances are further classified as restricted, committed, assigned or unassigned, based on the extent to which there are external or internal constraints on the spending of these fund balances. A discussion of each is as follows:

Non-spendable: Resources that cannot be spent, such as for inventories.

Restricted: Balances that only can be spent for specific purposes imposed by external sources.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

(1) Summary of Significant Accounting Policies (continued)

(c) *Measurement Focus, Basis of Accounting and Financial Statement Presentation (continued)*

Committed: Resources that can only be spent for purposes established by the highest decision making authority in the government.

Assigned: Amounts designated for specific purposes, but does not meet the criteria to be designated restricted or committed.

Unassigned: The residual classification for all remaining funds not contained in other classifications.

The District does not currently use *Non-spendable* or *Assigned* categories of fund balance. All *Restricted* fund balances relate to external debt service restrictions. The Board of Supervisors, the highest decision making authority of the District, approves the establishment, increase, and reduction in *Committed* fund balances by budget resolutions and amendments. All other fund balances are *Unassigned*. *Restricted* and *Committed* fund balances are always used first for the purposes for which they are designated. Changes to this practice require prior Board of Supervisors approval. A minimum fund balance amount has not been formally adopted.

The following are the District's two major governmental funds:

Lake Sumter Landing Special Revenue Fund

The Lake Sumter Landing Special Revenue Fund is used to account for all financial resources of the government for commercial area maintenance in the District. The fund receives revenue primarily in the form of special assessments levied against the benefiting commercial property owners with structures in the District. These fees in turn are used to maintain the property and landscaping in the Lake Sumter Landing commercial area.

Project Wide Special Revenue Fund

The Project Wide Special Revenue Fund was established in Fiscal Year 2006-2007 to assume the responsibilities of maintaining the landscaping along road rights-of-way, fences, multi-modal paths, walls, tunnels, and related drainage and water management structures that benefit the residents of Districts located south of Sumter County Route 466. All community development districts in this area contribute, on a prorated acreage basis, to fund the Project Wide Fund for common area maintenance. The Project Wide Fund then provides the vehicle to contract with a variety of service providers to maintain the common areas of the Districts, along major road rights-of-way.

Proprietary funds report the same functions presented as business-type activities in the government-wide financial statements, only in more detail. The District uses an enterprise fund to account for the operations and maintenance of the Sumter Landing Amenities Division (SLAD) which are financed and operated in a manner similar to private business enterprise, where the costs of providing services on a continuing basis are financed through user charges. In Fiscal Year 2009-2010, a new enterprise fund was established to provide for the financial management of the three fitness centers operated by the District south of CR 466. In prior years the fitness centers were managed in an enterprise fund operated by the Village Center Community Development District. In the Fiscal Year 2009-2010 budgets of the two Districts, the three fitness centers south of CR 466 and a proportionate share of

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

(1) Summary of Significant Accounting Policies (continued)

(c) *Measurement Focus, Basis of Accounting and Financial Statement Presentation (continued)*

the fund balance of the Village Center District Fitness Enterprise Fund were transferred to Sumter Landing Community Development District to establish the Sumter Landing Fitness Enterprise Fund. Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the District's enterprise funds are charges to customers for amenity services. Operating expenses for the enterprise fund include the cost of services, administrative expenses, and depreciation of capital assets. Revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

The following are the District's two major enterprise funds:

Sumter Landing Amenities Division (SLAD) Fund

The principal operating revenues of the District's SLAD fund are charges to customers for amenity fee based services, including recreation and security.

Sumter Landing Fitness Enterprise Fund

This enterprise fund accounts for the charges to customers and the expenses of operating the four District fitness centers on a continuing basis. The three fitness centers are located at the Colony Cottage, Laurel Manor, SeaBreeze, and Rohan Recreation Centers operated by the District.

(d) *Budgetary Data*

Legal authority and control are established in accordance with Section 190.008, Florida Statutes. Annual budgets are adopted and approved by the Board of Supervisors. Annual budgets, as well as subsequent amendments, are adopted for the four funds on a basis consistent with GAAP.

All budget amounts presented in the statements reflect the original budget and the amended budget, if so amended.

(e) *Deposits and Investments*

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, cash with fiscal agent, and short-term investments with original maturities of three months or less from the date of acquisition. The District also holds assets that are defined as investments. The District's investments are recorded at fair value unless the investment qualifies as an external investment pool under the guidance in GASB Statement No. 79, and then they are recorded at amortized cost.

(f) *Restricted Assets-Proprietary Funds*

Certain proceeds of revenue bonds, as well as certain resources set aside for their repayment, are classified as restricted assets on the statement of net position because their use is limited by applicable bond covenants. Restricted assets in the form of cash and cash equivalents that will be used to pay current liabilities are classified as current assets in the accompanying statement of net position.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

(1) Summary of Significant Accounting Policies (continued)

(f) *Restricted Assets-Proprietary Funds (continued)*

The Resolutions, authorizing the revenue bonds, require that the District establish a Sinking Fund and reserve accounts in amounts that equal the Reserve Account Requirements, which are defined in the Bond Trust Indentures. In addition, the Bond Resolutions require that a renewal and replacement reserve be established. The renewal and replacement reserve deposits are maintained as restricted assets until such time as needed.

(g) *Capital Assets*

Capital assets are reported in the applicable governmental or business-type activities columns in the government-wide financial statements and the proprietary fund financial statements. As defined by the District, capital assets are assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Depreciation of capital assets is computed using the straight-line method. Estimated useful lives of the assets are as follows:

Buildings and Structures	15-40 years
Improvements other than buildings	10-40 years
Machinery and equipment	5-10 years

(h) *Assessments*

Maintenance Assessments

The District has levied an assessment for the maintenance of the infrastructure and the operations of the Lake Sumter Landing Special Revenue Fund. This assessment is derived from the fund's annual budget. The maintenance assessment revenue is classified as general revenue. The assessment is computed based on the square footage of each commercial structure as a percentage of the total square footage benefiting from the services provided.

Billing / Collection of Assessments

The District provides a notice of assessment in August or September of each year and bills the assessment to each benefiting property owner in twelve (12) monthly increments.

(i) *Intangible Assets*

Intangible assets represent the discounted value of future amenity fees for assets acquired from the Developer, and are capitalized at cost at the date of acquisition. Intangible assets are amortized on a straight-line basis over an estimated useful life of 40 years.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

(1) **Summary of Significant Accounting Policies (continued)**

(j) Bond Discounts, Bond Premiums and Issuance Costs

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable business-type activities statement of net position. Bond premiums and discounts and bond insurance, are deferred and amortized over the term of the bonds using the straight-line method, which approximates the effective interest method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, proprietary fund types recognize bond issuance costs during the period when the debt is issued. The face amount of debt issued is reported as other financial sources. Issuance costs are reported as other debt services expenditures.

(k) Use of Estimates

The preparation of financial statements requires management of the District to make a number of estimates and assumptions relating to the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the period. Actual results could differ from those estimates.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

(2) Deposits and Investments

Short-Term Portfolio

As of September 30, 2018, the District had the following deposits and investments:

Deposits and Investment Type	Fair Value at September 30, 2018	Weighted Average Maturity (Days)	Credit Rating
Demand Deposits, CFB	\$ 3,324,328	1.0	n/a
Florida Education Investment Trust Fund, FEITF	6,568,637	37.0	AAAm
U.S. Bank - State Board of Administration, Florida Prime TM	16,996,098	72.0	AAAm
Florida Cooperative Liquid Assets Securities System, FLCLASS	26,654,806	49.0	AAAm
Florida Local Government Investment Trust, FLGIT	6,944,169	708.1	AAAf/S1
Florida Fixed Income Trust Enhanced Cash, FLFIT	6,911,576	321.2	AAAf/S1
Total Fair Value	\$ 67,399,616		
Portfolio Weighted Average Maturity (WAM)		147.1	

Interest Rate Risk. Interest rate risk exists when there is a possibility that changes in interest rates could adversely affect an investment's fair value. GASB 40 requires that interest rate risk be disclosed using one of the five approved methods. The five methods are: segmented time distribution, specific identification, Weighted Average Maturity (WAM), duration, and simulation model. The District has used the WAM method in the above chart. In accordance with the District's investment policy, the government manages its exposure to decline in fair values by limiting the WAM of its investment portfolio to less than three years. The WAM on September 30, 2018, was 147.1 days.

Credit Risk. GASB 40 requires disclosure of credit quality ratings for investments in debt securities as well as investments in external investment pools, money market funds, and other pooled investments of fixed income securities. Investments may be aggregated by ratings categories within the disclosure. Ratings are set by nationally recognized statistical rating organizations (Fitch, Moody's, and Standard and Poors (S&P)). S&P provides the ratings for the Florida Education Investment Trust Fund (FEITF), Florida Local Government Investment Trust (FLGIT), Florida Cooperative Liquid Assets Securities System (FLCLASS), Florida Fixed Income Trust Enhanced Cash Pool (FLFIT) and the State Board of Administration, Florida PrimeTM.

Operating cash is maintained with Citizens First Bank, a Qualified Public Depository, pursuant to Chapter 280, Florida Statutes. Interest earned on those deposits for the Fiscal Year totaled \$6,586. Additional cash on hand at September 30, 2018, totaled \$21,270.

The District's cash equivalents consist of funds placed with three entities:

- The State Board of Administration (SBA) for participation in the Florida Local Government Investment Pool (Florida PrimeTM) created by Section 218.415, Florida Statutes. This investment pool operates under investment guidelines established by Section 215.47, Florida Statutes. The District's investments in the Florida PrimeTM, an external investment pool, are reported at amortized cost. The District recognized \$82 in earnings from Florida PrimeTM during the 2017-2018 Fiscal Year.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

(2) Deposits and Investments (continued)

Short-Term Portfolio (continued)

Credit Risk (continued)

- US Bank is the trustee for the restricted debt service trust accounts deposited with the Local Government Investment Pool (Florida PrimeTM). The District recognized \$182,250 in bond fund earnings from Florida PrimeTM during the 2018 Fiscal Year.
- Florida Cooperative Liquid Assets Securities System (FLCLASS) is an independent local government investment pool and is an authorized investment consistent with Section 218.415(16)(a), Florida Statutes, and the District's short-term investment policy. The District's investments in FLCLASS are reported at amortized cost. The District recognized \$428,153 in earnings from FLCLASS during the Fiscal Year 2018.
- Florida Education Investment Trust Fund (FEITF) is a common law trust and is an authorized investment consistent with Section 218.415(16)(a), Florida Statutes, and the District's short-term investment policy. The District's investments in FEITF are reported at amortized cost. The District recognized \$112,127 in earnings from FEITF during the Fiscal Year 2018.

The District's short-term investments consist of funds placed with the following entities:

- The District had investments with the Florida League of Cities, Inc. for participation in the Florida Municipal Investment Trust (FMIVT) investment pool. The pool is an authorized investment consistent with Section 218.415(16)(a), Florida Statutes, and the District's short-term investment policy. The District owns shares in the 1-3 Year High Quality Bond Fund pool operated by the FMIVT. GASB 31 requires all governments to mark to market the unrealized gains and losses incurred in its investments. In the year ended September 30, 2018, the FMIVT had incurred realized gains of \$11,464, due to the District closing participation in this pool.
- The Florida Local Government Investment Trust (FLGIT), is a pool sponsored by the Florida Association of Counties and the Florida Court Clerks and Comptrollers. The pool is an authorized investment consistent with Section 218.415(16)(a), Florida Statutes, and the District's short-term investment policy. GASB 31 requires all governments to mark to market the unrealized gains and losses incurred in its investments. As of September 30, 2018, the FLGIT account had incurred unrealized gains of \$31,190. The unrealized gains will not be realized until the sale of underlying shares in the FLGIT pool.
- The District initiated investments during the fiscal year with Florida Fixed Income Trust Enhanced Cash Pool (FLFIT), an independent local government investment pool and is an authorized investment consistent with Section 218.415(16)(a), Florida Statutes, and the District's short-term investment policy. GASB 31 requires all governments to mark to market the unrealized gains and losses incurred in its investments. In the year ended September 30, 2018, the FLFIT had realized gains of \$39,505, and unrealized gains of \$24. The unrealized gains will not be realized until the sale of underlying shares in the FLFIT pool.
- In total, the District recognized investment earnings of \$826,065 for the short-term portfolio during the Fiscal Year.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

(2) Deposits and Investments (continued)

Short-Term Portfolio (continued)

Concentration of Credit Risk. The District's short-term investment policy requires the diversification of its investment portfolio. Investments may be diversified by:

- Limiting investments to avoid over-concentration in securities from a specific issuer or business sector;
- Limiting investments in securities with higher credit risks;
- Investment in securities with varying maturities; and
- Continuously investing a portion of the portfolio in readily available funds, such as the Florida PrimeTM, money market funds, or overnight repurchase agreements to ensure the appropriate liquidity is maintained to meet ongoing obligations.

Custodial Credit Risk - Deposits. In the case of deposits, this is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District invests its operating cash solely in Qualified Public Depositories that meet the requirements of Chapter 280, Florida Statutes. In addition to protection of up to \$250,000 for its deposits with a single bank as provided by the Federal Deposit Insurance Corporation (FDIC), the District's deposits are provided the extra level of security afforded by using a public depository that meets the requirements of Chapter 280. This includes the provision by the public depository of collateral based on the amount of public deposits maintained at the institution and the ability of the State of Florida to levy other public depositories for shortages in collateral in the event of the failure of a public depository. The Citizens First Bank is a Qualified Public Depository.

Custodial Credit Risk - Investments. For an investment, this is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its investments or collateral securities that are in possession of an outside party. All investments are held in the name of the District by a custodian or a Trustee for the District.

Short-Term Investment Policy. The District is authorized to invest in those financial instruments as established by the short-term investment policy of the District. This policy allows investments authorized under Section 218.415, Florida Statutes, amended to include Repurchase Agreements and prohibiting derivative type investments. The authorized investments include:

- The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act as provided in Section 163.01, Florida Statutes.
- Securities and Exchange Commission registered money market mutual funds with the highest credit quality rating from a nationally recognized rating agency.
- Interest-bearing time deposits or savings accounts in qualified public depositories as defined in Section 280.02, Florida Statutes.
- Direct obligations of the United States Treasury.
- Federal agencies and instrumentalities.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

- Repurchase agreements with financial institutions approved as public depositors, provided that the underlying collateral consists of obligations of the United States Government, its agencies and instrumentalities. The repurchase agreement shall be collateralized equal to at least 102 percent of the value of the District's investment.

Fair Value Measurement. Fair value measurements assume a transaction takes place in a government's principal market, or a government's most advantageous market in the absence of a principal market. The fair value also should be measured assuming that general market participants would act in their economic best interest.

The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels:

- **Level 1** inputs-are quoted prices (unadjusted) for identical assets or liabilities in active markets that a government can access at the measurement date
- **Level 2** inputs-are inputs other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly.
- **Level 3** inputs-are unobservable inputs for an asset or liability. The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. If a price for an identical asset or liability is not observable, a government should measure fair value using another valuation technique that maximizes the use of relevant observable inputs and minimizes the use of unobservable inputs.

The District holds assets that are defined as investments. The District's investments are recorded at fair value unless the investment qualifies as an external investment pool under the guidance in GASB Statement No. 79. The following short-term investments are recorded at fair value:

- Florida Local Government Investment Trust (FLGIT).
- Florida Fixed Income Trust Enhanced Cash Fund (FLFIT)

Under the fair value hierarchy, all of these investments are considered to be Level 2.

The District's holds investments in qualified external investments pools that measure all of its investment at amortized cost for financial reporting purposes. These investments are recorded at amortized cost. The following investments are recorded at amortized costs and are not subject to the fair value hierarchy:

- Florida Local Government Investment Pool (Florida PrimeTM)
- Florida Cooperative Liquid Assets Securities System (FLCLASS)
- Florida Education Investment Trust Fund (FEITF)

None of the pools have limitations or restrictions on participant withdrawals including items such as redemption notices, maximum transaction amounts, and the pool's authority to impose liquidity fees or redemption gates.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

(2) Deposits and Investments (continued)

Long-Term Portfolio

The District has a Long-Term Investment Policy (LTIP) which allows for investments in fixed income and equity mutual funds, and money market funds. These funds are reported at fair value and as of September 30, 2018, had the following balances:

Long Term Investment Portfolio	Fair Value at September 30, 2018	Average Maturity (years)	Credit Rating
Domestic Equity			
Vanguard Total Stock Market Index	\$ 1,847,198	N/A	N/A
iShares Edge MSCI USA Quality Factor	100,220	N/A	N/A
iShares Core S&P Small-Cap ETF	103,816		
International Equity			
Vanguard Total International Stock Index	325,571	N/A	N/A
Vanguard International Value	211,852	N/A	N/A
J. O. Hambro International Select	263,685	N/A	N/A
Oppenheimer International Small-Mid Company	132,292	N/A	N/A
Hartford Schroders Emerging Markets Equity	95,975		
Fixed Income			
Baird Core Plus	558,116	7.95	A
DoubleLine Core Fixed Income I	252,859	7.09	A
PGIM Total Return	168,241	7.40	A
Vanguard Intermediate-Term Investment Grade	560,240	5.90	A
Vanguard High Yield Corporate	156,409	5.40	BB
Cash Equivalent			
First American Government Obligation	15,110	24 Days	AAAm
Total Fair Value	\$ 4,791,584		

The District's LTIP allocations seek to have up to 60% in equities with the remainder in fixed income and/or cash and cash equivalents. The District contracts with qualified investment managers to whom authority is delegated to invest and reinvest assets in accordance with the LTIP. The District's LTIP does not place specific limits on maturities. During the current Fiscal Year, the Long-Term Investment Portfolio had an unrealized gain of \$348,260. The realization of the gain will only occur from the future sale of underlying shares in the portfolio.

Interest Rate Risk. Interest rate risk exists when there is a possibility that changes in interest rates could adversely affect an investment's fair value. The District's LTIP addresses managing its exposure for changes in interest rate through maintaining diversification of its investments to minimize the impact of downturns in the market.

Credit Risk. GASB 40 requires disclosure of credit quality ratings for investments in debt securities as well as investments in external investment pools, fixed income mutual funds, money market funds, and other pooled investments of fixed income securities. The District's LTIP stipulates that the average credit rating of the overall fixed income portfolio should be investment grade, based on the rating of one Nationally

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

(2) Deposits and Investments (continued)

Long-Term Portfolio (continued)

Credit Risk (continued)

Recognized Statistical Rating Organization (NRSRO), such as Fitch, Moody's, Standard and Poor's (S&P), etc.

Concentration of Credit Risk. The District's LTIP requires the diversification of its portfolio. The LTIP contains an Asset Allocation Target with the objective of achieving an average total rate of return that is equal to or greater than the portfolio's target rate of return over the long-term. The Asset Allocation Targets are as follows:

<u>Asset Classes</u>	<u>Asset Weightings</u>	
	<u>Range</u>	<u>Target</u>
Growth Assets		
Domestic Equity	20% - 60%	40%
International Equity	0% - 40%	20%
Other	0% - 20%	0%
Income Assets		
Fixed Income	20% - 60%	40%
Other	0% - 20%	0%
Real Return Assets	0% - 20%	0%
Cash Equivalents	0% - 20%	0%

Custodial Credit Risk - Investments. For an investment this is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its investments or collateral securities that are in possession of an outside party. All investments are held in the name of the District by a custodian or a trustee for the District.

Long-Term Investment Policy. The District is authorized to invest in those financial instruments as established by the LTIP of the District. The LTIP was developed in accordance with Section 218.415, Florida Statutes, and prohibits direct investment in derivative-type investments. The authorized investments consist of:

- Domestic and International Equities
- Fixed Income Securities
- Other Assets (Alternatives)
 - Real Estate Investment Trust (REIT)
 - Treasury Inflation Protected Securities (TIPS)
- Cash Equivalents

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

(2) Deposits and Investments (continued)

Long-Term Portfolio (continued)

Long-Term Investment Policy (continued)

The objectives of the LTIP are to diversify investments in order to minimize the impact of large losses from individual investments; provide funding for anticipated withdrawals; enhance the value of the portfolio in real terms over the long-term through asset appreciation and income generation, while maintaining a reasonable investment risk profile; minimize principal fluctuations over the time horizon (five years or longer); and achieve a long-term level of return commensurate with contemporary economic conditions and equal to or exceeding the performance expectation (an average total annual rate of return that is equal to or greater than the Portfolio's hurdle rate of 5%).

The time horizon for the LTIP is five years or longer.

Foreign Currency Risk. The District's LTIP does not allow for direct investments in foreign currency.

Fair Value Measurement. The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

In the long-term portfolio, all applicable investments are measured utilizing Level 2 inputs.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

(3) Capital Assets

Capital asset activity for the year ended September 30, 2018, was as follows:

	<u>Beginning balance</u>	<u>Increases Transfers</u>	<u>Transfers/ Decreases</u>	<u>Ending balance</u>
Governmental activities:				
Assets not being depreciated:				
Land	\$ 3,707,879	-	-	3,707,879
Construction in progress	555,454	20,292	(573,967)	1,779
Total assets not being depreciated	<u>4,263,333</u>	<u>20,292</u>	<u>(573,967)</u>	<u>3,709,658</u>
Assets being depreciated:				
Buildings and structures	256,680	-	-	256,680
Infrastructure	43,147,147	299,539	361,205	43,807,891
Furniture & equipment	302,727	212,332	212,762	727,821
Total assets being depreciated	<u>43,706,554</u>	<u>511,871</u>	<u>573,967</u>	<u>44,792,392</u>
Less accumulated depreciation for:				
Buildings and structures	(77,884)	(7,926)	-	(85,810)
Infrastructure	(13,714,347)	(1,131,274)	-	(14,845,621)
Furniture & equipment	(132,357)	(18,708)	-	(151,065)
Total accumulated depreciation	<u>(13,924,588)</u>	<u>(1,157,908)</u>	<u>-</u>	<u>(15,082,496)</u>
Government activities capital assets, net	<u>34,045,299</u>	<u>(625,745)</u>	<u>-</u>	<u>33,419,554</u>
Business-type activities:				
Assets not being depreciated				
Land	13,139,728	-	-	13,139,728
Total assets not being depreciated	<u>13,139,728</u>	<u>-</u>	<u>-</u>	<u>13,139,728</u>
Assets being depreciated:				
Buildings and structures	218,593,678	24,348	-	218,618,026
Infrastructure	3,416,095	-	-	3,416,095
Furniture & equipment	374,096	69,319	-	443,415
Total assets being depreciated	<u>222,383,869</u>	<u>93,667</u>	<u>-</u>	<u>222,477,536</u>
Less accumulated depreciation for:				
Buildings and structures	(14,827,686)	(7,046,370)	-	(21,874,056)
Infrastructure	(1,028,008)	(91,875)	-	(1,119,883)
Furniture & equipment	(300,152)	(32,313)	-	(332,465)
Total accumulated depreciation	<u>(16,155,846)</u>	<u>(7,170,558)</u>	<u>-</u>	<u>(23,326,404)</u>
Business activities capital assets, net	<u>219,367,751</u>	<u>(7,076,891)</u>	<u>-</u>	<u>212,290,860</u>
Total Sumter Landing CDD capital assets, net	<u>\$ 253,413,050</u>	<u>(7,702,636)</u>	<u>-</u>	<u>245,710,414</u>

Governmental activities depreciation of \$1,157,908 is for roads, drainage features and related infrastructure in Lake Sumter Landing. Business-type activities depreciation of \$7,170,559 is for recreational facilities operated by the Sumter Landing Amenities Division (SLAD) fund.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

(4) Intangible Assets

		<u>Beginning balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending balance</u>
Business activities, SLAD fund:					
Discounted value of amenity fees	\$	165,679,338	-	-	165,679,338
Less accumulated amortization		<u>(8,330,460)</u>	<u>-</u>	<u>(5,199,825)</u>	<u>(13,530,285)</u>
Intangible assets, net	\$	<u>157,348,878</u>	<u>-</u>	<u>(5,199,825)</u>	<u>152,149,053</u>

The intangible assets represent the value of assets acquired based on their revenue generating value exceeding their book value. This difference on prior purchases continues to be amortized over a period of forty (40) years. During the 2016-2017 Fiscal Year, additional revenue generating assets were purchased which increased the intangible asset value by \$145,746,986. Those additional intangible assets will be amortized over a thirty (30) year period as provided for in GASB 51.

(5) Long-term Debt

Revenue Bonds Payable

Revenue Bonds Payable

Revenue bonds payable consisted of the following:

\$55,450,000 Taxable Recreational Revenue Refunding Bonds, Series 2015 due in annual principal installments ranging from \$1,695,000 to \$3,745,000 through October 2038 in accordance with the redemption schedule. Interest is due semi-annually on April 1 and October 1 of each year until redemption or maturity. Interest rates range from 2.155% to 5.050%.	\$	52,060,000
\$320,905,000 Taxable Senior Recreational Revenue Bonds, Series 2016 due in annual principal installments ranging from \$5,310,000 to \$20,720,000 through October 2047 in accordance with the redemption schedule. Interest is due semi-annually on April 1 and October 1 of each year until redemption or maturity. Interest rates range from 1.798% to 4.172%		314,135,000
\$30,900,000 Taxable Subordinate Recreational Revenue Bonds, Series 2016 due in annual principal installments ranging from \$495,000 to \$1,850,000 through October 2047 in accordance with the redemption schedule. Interest is due semi-annually on April 1 and October 1 of each year until redemption or maturity. Interest rates range from \$4.622% to 4.722%.		<u>30,900,000</u>
Total revenue bonds payable		397,095,000
Less current installment of revenue bonds payable		<u>(7,500,000)</u>
Revenue bonds payable less current installments	\$	<u>389,595,000</u>

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

(5) Long-term Debt (continued)

Revenue Bonds Payable (continued)

The Taxable Recreational Revenue Refunding Bonds, Series 2015, are secured by a lien and pledge of revenues under the indentures which are derived by the District from the users of the recreational facilities.

These bonds and notes are additionally secured by amounts on deposit in the funds and accounts created pursuant to the indentures.

The annual requirements to amortize the principal and interest of all revenue bonds payable as of September 30, 2018, are as follows:

		<u>Principal</u>	<u>Interest</u>	<u>Total</u>
Fiscal year ending September 30:				
2019	\$	7,500,000	15,943,039	23,443,039
2020		7,655,000	15,776,165	23,431,165
2021		7,835,000	15,585,565	23,420,565
2022		8,035,000	15,371,986	23,406,986
2023		8,260,000	15,134,501	23,394,501
2024-2028		45,495,000	71,296,293	116,791,293
2029-2033		55,240,000	61,174,741	116,414,741
2034-2038		68,360,000	47,748,901	116,108,901
2039-2043		84,635,000	31,177,309	115,812,309
2044-2048		104,080,000	11,334,272	115,414,272
Total	\$	<u>397,095,000</u>	<u>300,542,772</u>	<u>697,637,772</u>

Changes in Long-term Debt

	<u>Beginning balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending balance</u>	<u>Due within one year</u>
Business-type activities:					
Bonds payable	\$ 405,530,000	-	(8,435,000)	397,095,000	7,500,000
Total business-type activities long-term liabilities	\$ <u>405,530,000</u>	<u>-</u>	<u>(8,435,000)</u>	<u>397,095,000</u>	<u>7,500,000</u>

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

(5) Long-term Debt (continued)

Pledged Revenues. The District has pledged certain amenity fee revenue to pay the principal and interest on Recreational Revenue Bonds issued to pay for the purchase of recreational facilities from the Developer. These Recreational Revenue Bonds were outstanding on September 30, 2018, as shown below. The table reports the revenues pledged for each debt issue, the amounts of revenue received in the current year, the current year principal and interest paid on the debt, the approximate percentage of each revenue which is pledged to meet the debt obligation, and the date through which the revenue is pledged under the debt agreement and the total pledged future revenues for each debt, which is the amount of the remaining principal and interest on the bonds as of September 30, 2018.

Description of Debt	Pledged Revenue	Revenue Received	Principal and Interest Paid	Estimated Percent Pledged	Outstanding Principal and Interest	Pledged Through
Taxable Recreational Revenue Refunding Bonds, Series 2015	Amenities Fee Revenue \$	12,031,709 \$	3,904,598	32.45%	\$ 81,445,896	2039
Taxable Senior Recreational Revenue Bonds, Series 2016	Amenities Fee Revenue	55,132,968	19,106,792	34.66%	558,730,239	2048
Taxable Subordinate Recreational Revenue Bonds, Series 2016	Amenities Fee Revenue	36,026,176	1,444,548	4.01%	57,461,637	2048

(6) Related Parties

The District entered into interlocal agreements with Village Center Community Development District (VCCDD) to obtain certain management, payroll, finance, office rental and administrative services. Under the agreement, fees paid to VCCDD by the Sumter Landing District for the year ended September 30, 2018, amounted to \$13,442,383. Village Community Development District Nos. 5, 6, 7, 8, 9, 10, 11, 12, and Brownwood paid amounts to the Project Wide Fund for maintenance of common use right-of-way. The amounts of these payments were \$1,668,639, \$1,851,725, \$1,179,668, \$1,325,482, \$1,483,355, \$1,914,221, \$642,459, \$604,084, and \$198,437 respectively. Upon action by their respective Boards of Supervisors, District Nos. 5, 6, 7, 8, 9, 10 and Brownwood may request additional services as they deem necessary for the efficient and effective management of their respective districts. Such additional services are billed to the benefiting district at the District's cost. In Fiscal Year 2017-2018, the District purchased trash collection services from North Sumter County Dependent District (NSCUDD) for \$61,138.

The District operates new recreation facilities and executive golf courses as they are opened by the Developer. The Developer reimburses all start-up costs and all operating costs until the facility is transferred through an amenity sale. These costs as of September 30, 2018, were \$247,592, which were paid to the District by the Developer. This amount was a reduction from the prior fiscal year due to the purchase by the District from the Developer of the recreation facilities in November of 2016.

The Board of Supervisors for SLCDD as of September 30, 2018, is made up of five members that are either employees or affiliates of the Developer.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notes to Basic Financial Statements

September 30, 2018

(7) Commitments and Contingencies

Operating Leases

The District pays leases on both buildings and office equipment. Future minimum lease payments for these leases are as follows:

Year ending September 30,	Building Leases	Equipment Leases	Total
2019	11,020	13,134	24,154
2020	11,020	10,494	21,514
2021	11,020	9,504	20,524
2022	11,020	9,504	20,524
2023	11,020	1,188	12,208
2024-2028	55,102		55,102
2029-2033	55,102		55,102
2034-2036	34,437		34,437
Total	\$ 199,741	43,824	243,565

Hurricane Irma related expenses and revenues

In September 2017, The District sustained damage related to Hurricane Irma, in most part, with debris, trees and falling limbs. FEMA is expected to reimburse the District for storm related damage. The District has submitted all required documentation to support the loss to FEMA. The amount of expenditures to date was \$477,156 and \$431,269 in 2018 and 2017 respectively. No FEMA reimbursement has been received or accrued to date due to the uncertainty of a reliable estimate of approved expenditures.

(8) Risk Management

The District is exposed to various risk of loss related to torts, theft, damage, and destruction of assets; errors and omissions; and natural disasters for which the District generally carries insurance for these risks. However, the District retains risks for certain property coverage and for any losses in excess of coverage limits.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

Board of Supervisors
Sumter Landing Community Development District
The Villages, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, and each major fund of Sumter Landing Community Development District (the District) as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated January 30, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected, and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Certified Public Accountants

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Board of Supervisors
Sumter Landing Community Development District
The Villages, Florida

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS*
(Concluded)**

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Purvis, Gray and Company, LLP

January 30, 2019
Ocala, Florida

MANAGEMENT LETTER

Board of Supervisors
Sumter Landing Community Development District
The Villages, Florida

Report on the Financial Statements

We have audited the financial statements of Sumter Landing Community Development District (the District) as of and for the fiscal year ended September 30, 2018, and have issued our report thereon dated January 30, 2019.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, *Rules of the Florida Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountants' Report on an examination conducted in accordance with AICPA *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports, which are dated January 30, 2019, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings and recommendations made in the preceding financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government be disclosed in this management letter, unless disclosed in the notes to the financial statements (see Note 1 of the District's September 30, 2018, basic financial statements for this information).

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556 (7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Certified Public Accountants

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Board of Supervisors
Sumter Landing Community Development District
The Villages, Florida

MANAGEMENT LETTER
(Concluded)

Financial Condition and Management (Concluded)

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

We wish to take this opportunity to thank you and your staff for the cooperation and courtesies extended to us during the course of our audit. Please let us know if you have any questions or comments concerning this letter, our accompanying reports, or other matters.

Durvis, Gray and Company, LLP

January 30, 2019
Ocala, Florida

**INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE WITH
FLORIDA STATUTE SECTION 218.415 - INVESTMENT OF PUBLIC FUNDS**

Board of Supervisors
Sumter Landing Community Development District
The Villages, Florida

We have examined Sumter Landing Community Development District (the District)'s compliance with Section 218.415, Florida Statutes, with regards to the District's investments during the fiscal year ended September 30, 2018. District management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements during the fiscal year ended September 30, 2018.

This report is intended solely for the information and use of the Florida Auditor General, the Board of Supervisors of the District, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

Purvis, Gray and Company, LLP

January 30, 2019
Ocala, Florida

Certified Public Accountants

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January 30, 2019

Board of Supervisors
Sumter Landing Community Development District
The Villages, FL 32162

RE: Management Response Letter

Dear Supervisors:

Attached is the completed audit for Fiscal Year 2017 – 2018 for the Sumter Landing Community Development District. We are proud to report that this audit has an unmodified opinion.

There are no internal control deficiencies, material weaknesses, or compliance issues identified and reported. No prior year comments were identified, as all have been corrected in previous years, and no new comments have been identified in the current audit report.

Your District staff has worked hard to assure you, as supervisors, that the management of the District's funds is conducted professionally, consistent with generally accepted accounting principles, and governing Florida Statutes.

We believe that Sumter Landing Community Development District continues to set an example for the appropriate management of Community Development Districts as conceived in Chapter 190, Florida Statutes. We would particularly like to commend the staff of the Villages District Finance Department for their diligent efforts in recording and maintaining the financial records of the District.

We would be happy to entertain any questions members of the Board of Supervisors may have on the audit report or the management of District resources.

Sincerely,

Anne Hochsprung
Finance Director

Kenneth C. Blocker
Assistant District Manager

Sumter Landing Community Development District
984 Old Mill Run, The Villages, FL 32162
Business Telephone (352) 753-0421 Business Fax (352) 751-3901

Board of Supervisors
Sumter Landing Community Development District
The Villages, Florida

We have audited the financial statements of the governmental activities, business-type activities, and each major fund of Sumter Landing Community Development District (the District) for the year ended September 30, 2018. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated July 30, 2018. Professional standards also require that we communicate to you the following information related to our audit:

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2018. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events, and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the governmental and business-type activities' financial statements were:

- *Useful Lives of Assets*—Management's estimate of the useful lives of assets is based upon known historical facts and industry standards for similar assets.
- *Valuation of Donated Capital Assets*—When capital assets are donated to the District, management estimates the value to record by obtaining the acquisition value of similar assets.
- *Fair Value of Investments*—Investments are measured at fair value and are considered Level 2 (when applicable) within the fair value hierarchy. Level 2 implies valuations using inputs for quoted prices for similar investments in active or non-active markets.
- *Estimation of Allowance for Doubtful Accounts*—Management's estimate for the allowance is based on historical collection dates and on analysis of the collectability of individual receivables.

We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Certified Public Accountants

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Board of Supervisors
Sumter Landing Community Development District
The Villages, Florida

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. There were no known misstatements that were identified during the audit process that were material to the financial statements and/or uncorrected.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated January 30, 2019.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention. The following issue was noted during the course of our audit:

- **Hurricane Irma Expenditures**—As further explained in the notes to the financial statements, the District incurred additional expenditures beginning in September 2017 and into fiscal year 2018 due to the effects of Hurricane Irma clean-up efforts, part of which have been included in the 2017 and 2018 financial statements. District management will seek reimbursement from FEMA for allowable costs at the applicable refundable rates. No estimate for the anticipated revenues from the reimbursement requests are known as of the date of this report.

Other Matters

We applied certain limited procedures to the Management Discussion and Analysis, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the use of the Board of Supervisors and management of the District, and is not intended to be, and should not be, used by anyone other than these specified parties.

Durvis, Gray and Company, LLP

January 30, 2019
Ocala, Florida



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Barbara E. Kays, Budget Director

DATE: 2/14/2019

SUBJECT: **Approval of FY 19-20 Budget Calendar**

ISSUE:

Request Board approval of dates for the Proposed Budget approval at the June 6, 2019 regular meeting, and a Public Hearing to adopt the Final Budget at the September 5, 2019 regular meeting.

ANALYSIS/INFORMATION:

It's Budget Kick-off time! Attached is the District's tentative Fiscal Year 2019-20 Budget Calendar. The Sumter Landing Community Development District budget schedule is explained below and highlighted on the attached calendar.

The approval of the Proposed Budget will take place during your regular meeting on June 6, 2019 in the District Large Conference Room.

The Public Hearing to adopt the Final Budget followed by the Board's adoption of the Final Budget is scheduled to take place at your regularly scheduled meeting on September 5, 2019 in the District Large Conference Room. District Administration will meet with the Sumter Landing Community Development District Board individually to review the final budget before adoption if necessary.

STAFF RECOMMENDATION:

Staff recommends Board approval of dates for the Proposed Budget approval at the June 6, 2019 regular meeting, and a Public Hearing to adopt the Final Budget at the September 5, 2019 regular meeting.

MOTION:

Move to approve the Fiscal Year 2019-20 Budget Calendar as presented.

ATTACHMENTS:

Description

Type

FY2019-20 TENTATIVE BUDGET CALENDAR

Mar 11	(Mon)	Regular Meeting - Preliminary Budget Workshop following meeting PWAC 8:30 am District - Large Conference Room
Mar 20	(Wed)	Joint Workshop - Amenity Deferral Discussion AAC/PWAC 9:00 am Savannah Center, Ashley Wilkes Room
Mar 25	(Mon)	Departments Submit Requested Budget Packet
Apr 8	(Mon)	Regular Meeting - Budget Update PWAC 8:30 am District - Large Conference Room
Apr 10	(Wed)	Regular Meeting - Budget Update AAC 9:00 am Savannah Center, Ashley Wilkes Room
No later than	May 1st	Submit Safety Recommended budget to Sumter County Administrator
May 6	(Mon)	Regular Meeting - Budget Review PWAC 8:30 am District - Large Conference Room
May 8	(Wed)	Regular Meeting - Budget Review AAC 9:00 am Savannah Center, Ashley Wilkes Room
May 9	(Thu)	Regular Meeting - Budget Review District 7 8:00 am District - Large Conference Room District 12 9:30 am District - Large Conference Room District 11 11:00 am District - Large Conference Room District 13 1:30 pm District - Large Conference Room
May 13	(Mon)	Budget Workshop District 5 8:00 am District - Large Conference Room District 6 9:30 am District - Large Conference Room District 8 11:00 am District - Large Conference Room District 9 1:30 pm District - Large Conference Room District 10 3:00 pm District - Large Conference Room
May 20	(Mon)	Budget Workshop District 1 8:00 am District - Large Conference Room District 2 9:30 am District - Large Conference Room District 3 11:00 am District - Large Conference Room District 4 1:30 pm District - Large Conference Room
Jun 3	(Mon)	Regular Meeting - Provide Recommendation PWAC 8:30 am District - Large Conference Room
Jun 6	(Thu)	Regular Meeting - Approve Proposed Budget SLCDD 10:00 am District - Large Conference Room BCDD 11:00 am District - Large Conference Room District 9 1:30 pm District - Large Conference Room District 10 3:00 pm District - Large Conference Room

Jun 7	(Fri)	Regular Meeting - Approve Proposed Budget
		District 5 8:00 am District - Large Conference Room
		District 6 9:30 am District - Large Conference Room
		District 8 11:30 am District - Large Conference Room
Jun 10	(Mon)	Regular Meeting - Review Recommend Budget
		NSCUDD 9:00 am District - Large Conference Room
Jun 12	(Wed)	Regular Meeting - Recommend Approval of Proposed Budget
		AAC 9:00 am Savannah Center, Ashley Wilkes Room
Jun 12	(Wed)	Regular Meeting - Approve Proposed Budget
		VCCDD 3:30 pm District - Large Conference Room
Jun 13	(Thu)	Regular Meeting - Approve Proposed Budget
		District 7 8:00 am District - Large Conference Room
		District 12 9:30 am District - Large Conference Room
		District 11 11:00 am District - Large Conference Room
		District 13 1:30 pm District - Large Conference Room
Jun 14	(Fri)	Regular Meeting - Approve Proposed Budget
		District 1 8:00 am District - Large Conference Room
		District 2 9:30 am District - Large Conference Room
		District 3 11:00 am District - Large Conference Room
		District 4 1:30 pm Savannah Center, Ashley Wilkes Room
Jul 9	(Tue)	Regular Meeting - Approve Proposed Budget
		NSCUDD 9:00 am District - Large Conference Room
No later than	July 15th	Submit Approved NSCUDD Proposed Budget to the Sumter County Administrator (SC Ordinance 2010-10)
Sep 3	(Tue)	Regular Meeting - Approve Final Budget Recommendation
		PWAC 8:30 am District - Large Conference Room
Sep 5	(Thu)	Regular Meeting - Public Hearing to Adopt Final Budget
		SLCDD 10:00 am District - Large Conference Room
		BCDD 11:00 am District - Large Conference Room
		District 9 1:30 pm District - Large Conference Room
		District 10 3:00 pm District - Large Conference Room
Sep 6	(Fri)	Regular Meeting - Public Hearing to Adopt Final Budget
		District 5 8:00 am District - Large Conference Room
		District 6 9:30 am District - Large Conference Room
		District 8 11:30 am District - Large Conference Room
Sep 11	(Wed)	Regular Meeting - Approve Final Budget Recommendation
		AAC 9:00 am Savannah Center, Ashley Wilkes Room
Sep 11	(Wed)	Regular Meeting - Public Hearing to Adopt Final Budget
		VCCDD 3:30 pm District - Large Conference Room

Sep 12 (Thu) Regular Meeting - Public Hearing to Adopt Final Budget

District 7	8:00 am	District - Large Conference Room
District 12	9:30 am	District - Large Conference Room
District 11	11:00 am	District - Large Conference Room
District 13	1:30 pm	District - Large Conference Room

Sep 13 (Fri) Regular Meeting - Public Hearing to Adopt Final Budget

District 1	8:00 am	District - Large Conference Room
District 2	9:30 am	District - Large Conference Room
District 3	11:00 am	District - Large Conference Room
District 4	1:30 pm	Savannah Center, Ashley Wilkes Room

No later

than

Sep 15th

Sumter County Board of Commissioners -

Adopt NSCUDD Final Budget (SC Ordinance 2010-10)

District - Large Conference Room is located at 984 Old Mill Run (Lake Sumter Landing).
Savannah Recreation Center is located at 1545 Buena Vista Boulevard.

As of 1/28/2019



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Richard J. Baier, District Manager

DATE: 2/6/2019

SUBJECT: **Operating Policies and Procedures**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
□ Draft	Cover Memo

DRAFT GENERAL AND PROCEDURAL RULES
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1.2	Standards of Civil Discourse
1.3	Board of Supervisors; District Manager, Officers and Voting
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1.6	Rulemaking Proceedings
1.7	Decisions Determining Substantial Interests
1.8	Purchasing Policies and Procedures
1.9	Effective Date

1.1 General Introduction.

- 1) The Sumter Landing Community Development District (the "District") was created pursuant to the provisions of Chapter 190, Florida Statutes, to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these Rules of Procedure (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 Supervisors. 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 Supervisors, 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 Supervisors; District Manager, Officers, and Voting.

- 1) Board of Supervisors. The Board of Supervisors of the District (the "Board") shall exercise the powers granted to the District. The Board shall consist of five members. Members of the Board must be residents of Florida and citizens 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 Supervisors. Board Supervisors shall hold office pursuant to Section 190.006, Florida Statutes. If, during the term of office of any Board Supervisor(s), one or more vacancies occur, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the unexpired term(s).
- 4) Compensation. In accordance with Section 190.006, Florida Statutes, each Board Supervisor is entitled to receive an amount not to exceed \$200 per meeting of the Board of Supervisors, not to exceed \$4,800 annually.
- 5) Vacancies; Quorum. Three 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. When a quorum is not present, the meeting shall be cancelled in accordance with the Board's established policy. 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 State Statutes.
- 6) 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

- 7) Committees. The Board may establish committees of the District or provide representation on established committees 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.
- 8) Record Book. The District shall keep a permanent record book entitled "Record of Proceedings of the Sumter Landing Community Development District" in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds and corporate acts.
- 9) Meetings. The Board shall establish a schedule of regular meetings and may also meet upon call of the chair or three Board Supervisors. 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.
- 10) 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 Supervisor 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 Chapters 112 and 190, Florida Statutes, as amended from time to time.

SLCDD General and Procedural Rules

- a. When a Board Supervisor 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 Supervisor may then vote. The Board's secretary shall prepare a memorandum of voting conflict which shall then be signed by the Board Supervisor that had the conflict.
 - b. If a Board Supervisor 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 Supervisors and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum. The Board Supervisor's vote shall be unaffected by this filing.
- 11) Board Supervisor Conduct. No individual Board Supervisor 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 Supervisors at a regularly scheduled Board meeting. Nothing precludes a Board Supervisor 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 Supervisor 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 Village Community Development District No. X," may be copied or inspected at the offices of the District Manager during regular business hours.
- 2) Copies. The custodian of public records upon request shall furnish a copy or a certified copy of a record for a fee as authorized by Florida Statute Chapter 119. 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 required by State Statutes, at least seven (7) days public notice shall be given of any meeting or workshop of the Board of Supervisors. 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. Public Hearings
 - g. Informational Items Only
 - h. Reports and Input
 - i. District Manager Reports
 - ii. District Counsel Reports

- iii. Supervisor Comments
- iv. Adjourn

- 5) Oath of Office. At the next regularly scheduled meeting following an election, newly elected Board Supervisors 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 Supervisor and will be addressed under the “Supervisor 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 Supervisor, 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 Supervisor, 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 Supervisor 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 Supervisor who voted on the prevailing side. After a motion to reconsider has been adopted by a majority vote, any Board Supervisor 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) 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.

14) 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 Supervisors become subject to additional constitutional and statutory prohibitions when conducting quasi-judicial proceedings. When a Board acts in a quasi-judicial capacity, its Board Supervisors are prohibited from receiving ex-parte communications. This means a Board Supervisor 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 Supervisor 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.

15) 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.

16) 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 District Manager shall make reasonable efforts to notify all Board Supervisors 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.

- 17) Budget Hearing; Budget Amendment. Notice of hearing on the annual budget(s) shall be in accordance with Section 190.008, Florida Statutes. Once adopted in accordance with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item. All expenditures in excess of 15%, or \$25,000, of any line item in the budget must be approved by the Board in advance of incurring such expense; however, in the case of an emergency expenditure affecting the health, safety or welfare of the District, its residents, or landowners, such expenditures must be approved in advance by the District Manager.
- 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 Board 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 Board 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 pursuant to Subsection 190.11(11), Florida Statutes, 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 Sumter Landing Community Development District's purchasing policies and procedures will be conducted in accordance with the authority given in Chapter 190 of Florida State Statutes 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 Supervisors.

Specific Authority:

Chapter 190, F.S. and other applicable laws



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Sam Wartinbee, District Property Management Director

DATE: 2/14/2019

SUBJECT: Lease Agreement with The Villages of Lake Sumter for Fire Station No. 40

ISSUE: Review and consideration of lease agreement between Villages of Lake Sumter, Inc. and Sumter Landing Community Development Districts.

ANALYSIS/INFORMATION:

The Villages Public Safety Department is to expand and renovate Fire Station No. 40 on Parr Drive. In order to accomplish this, the District needs to lease the parcel of land adjacent to the existing fire station for employee housing as well as lay down. Term until completion is eleven (11) months commencing on March 4th, 2019 to January 31st, 2020.

Budget: In consideration for the Lease set forth above, Tenant shall pay to Landlord on or before the Effective Date for the use of the Property, the non-refundable sum of One Thousand and 00/100 Dollars (\$1,000.00), together with all applicable sales tax thereon.

STAFF RECOMMENDATION: Staff requests approval of property lease for renovation and addition to Fire Station No. 40 on Parr Drive.

MOTION: To approve property lease between Villages of Lake Sumter, Inc. and Sumter Landing Community Development Districts.

ATTACHMENTS:

Description	Type
❑ Lease Agreement for Fire Station No. 4	Cover Memo

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”) is made effective this ____ day of _____, 2019 (the “Effective Date”), between **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, whose address is c/o Commercial Property Management, 3597 Kiessel Road, The Villages, Florida 32163 (“Landlord”), and **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, whose address is 984 Old Mill Run, The Villages, Florida 32162 (“Tenant”).

RECITALS

A. Landlord owns the property in Sumter County, Florida, generally depicted within the dark black lines in the attached *Exhibit “A”*, consisting of vacant land (the “Property”).

B. Tenant desires to lease the Property from Landlord for Tenant’s construction related business activities, and Landlord is willing to lease the Property to Tenant for such purposes.

C. Landlord and Tenant wish to set forth their agreement regarding the Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. **LEASE:** Landlord hereby leases to Tenant the right to possess and utilize the Property for the use of a construction trailer, contractor parking and a lay-down area for materials and for no other purpose. Tenant accepts all of the Property in its “as is” condition. Tenant is not permitted to assign this Lease.

2. **TERM:** The term of this Lease shall be for a period of eleven (11) months, commencing on March 4, 2019 and shall end on January 31, 2020 (the “Term”). Notwithstanding, Landlord and Tenant may each terminate this Lease at any time, and for any reason, by giving written notice thereof to the other party at the addresses set forth above. Upon termination of this Lease, the hold harmless and indemnification, and repair obligations of Tenant shall survive the termination as to events occurring prior to the termination.

3. **RENT:** In consideration for the Lease set forth above, Tenant shall pay to Landlord on or before the Effective Date for the use of the Property, the non-refundable sum of One Thousand and 00/100 Dollars (\$1,000.00), together with all applicable sales tax thereon.

4. **RISK OF LOSS:** Tenant assumes all risk of loss to its personal property kept at the Property. Landlord shall not be responsible for any security or other safety measures to keep any of Tenant’s property safe from theft, vandalism, or other damage, and Landlord shall not be responsible for any damage caused to Tenant’s property kept at the Property.

5. **INSURANCE:** Tenant, and each of its contractors utilizing the Property, at its sole cost and expense, shall at all times between the Effective Date and the time when Tenant has completely vacated

the Property, maintain in force, for the joint benefit of Tenant and Landlord, and any holder of a mortgage on the Property, a broad form comprehensive coverage policy of public liability insurance issued by a carrier licensed to do business in the State of Florida reasonably acceptable to Landlord, by the terms of which Landlord and Tenant, and at Landlord's request any holder of a mortgage on Landlord's interest in the Property, are named as insured's and are indemnified against liability for damage or injury to the property or person (including death) of any Tenant, its invitees, or any other person entering upon or using the Property, or any structure thereon or any part thereof. Such insurance policy or policies shall be maintained on the minimum basis of \$1,000,000.00 for damage to property and for bodily injury or death as to any person, and \$1,000,000.00 as to any one accident, with a deductible not exceeding \$5,000.00. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance, which may be carried by Landlord. A certificate of said insurance, together with proof of payment of the premium thereof shall be delivered to Landlord prior to the Effective Date, effective from and after the Effective Date. Such insurance shall be cancelable only after thirty (30) days prior written notice to Landlord and Tenant, and any holder of a mortgage on the Property. In the event Tenant fails to timely pay any premium when due, Landlord shall be authorized to do so, and may charge all costs and expenses thereof, including the premium, to Tenant.

6. **INDEMNIFICATION AND HOLD HARMLESS:** To the extent permitted under applicable law, Tenant hereby agrees to indemnify, protect, defend and save Landlord harmless from and against any and all losses, damages, actions, fines, penalties, demands, liability and expense, including reasonable attorneys fees and costs through litigation and all appeals (the "Claims"), in connection with the loss of life, personal injury and damage to Property arising from or out of (i) any occurrence in or upon the Property during Tenant's use thereof; (ii) Tenant's occupancy, use, construction upon and maintenance of the Property; (iii) the operation of the business of the Tenant thereon; and (iv) any act or failure to act, occasioned wholly or in part by Tenant, and its agents, contractors, employees, invitees or any other person. Nothing contained herein shall be construed to make Tenant liable for any injury or loss caused by the negligence or intentional act of Landlord or any agent or employee of Landlord. Landlord hereby agrees to indemnify, protect, defend and save the Tenant harmless from and against any and all Claims resulting from Landlord's negligence or intentional acts.

7. **MAINTENANCE AND REPAIR:** Tenant agrees to promptly repair any and all damage to the Property caused by Tenant, its agents and employees incurred in Tenant's use of the Property pursuant to this Lease. Further, Tenant shall, at Tenant's sole cost and expense, perform mowing of the Property upon Landlord's request and Tenant shall restore the Property in a timely manner after vacating by removing any and all ground cover installed and covering the Property with seed and ground cover to promote the regrowth of grass. Tenant shall be responsible to reimburse Landlord for the costs of all such maintenance and repair caused by Tenant's actions or failure to keep perform the maintenance and repair pursuant to this Lease.

8. **ALTERATIONS:** Tenant shall make no alterations or additions to the Property without the prior written consent of Landlord. In addition, Tenant shall not place any signs or displays anywhere on or around the Property without the prior written consent of Landlord.

Notwithstanding the above, Tenant shall be permitted to install a construction trailer, #57 rock and fencing as shown on the attached ***Exhibit "B"*** at Tenant's sole cost and expense. Further, Tenant agrees to remove or relocate such items at Tenant's sole cost and expense within five (5) days following Landlord's request during the term of this Lease.

9. **DEFAULT:** Upon any failure of Tenant to comply with the terms of this Lease, Landlord shall have all remedies available to it in law and in equity, which Landlord may resort to cumulatively and concurrently.

10. **CONSTRUCTION, JURISDICTION, AND VENUE:** This Lease shall be construed according to the laws of the State of Florida. Jurisdiction and Venue for any action hereunder shall lie with the Fifth Judicial Circuit, in and for Sumter County, Florida.

11. **AUTHORITY:** Each of the individuals signing this Lease represent and warrant that each have the requisite authority to bind its respective party to the obligations contained herein.

12. **ATTORNEYS' FEES:** In the event Tenant shall be in default under this Lease, or if any dispute shall arise between the parties concerning the interpretation of this Lease, and if an action shall be brought in connection therewith in which it shall be finally (with no further appeal being available due to the expiration of appeal periods or otherwise) determined that either party was in default, or that the court agrees with one party's interpretation of the disputed provision of this Lease, the party determined by the court to be in default, or with whose interpretation of this Lease the court does not agree, shall pay to the other party all attorneys' fees and litigation expenses incurred or paid by the other party in connection therewith.

13. **ENTIRE AGREEMENT:** This Lease constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Lease. No amendment hereto is effective unless made in writing and signed by both parties.

14. **COMPLIANCE WITH LAWS, RULES AND REGULATIONS:** Tenant shall, at its sole cost and expense, shall promptly comply with (i) all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction relating to the use, condition and occupancy of the Property and (ii) the rules and regulations for the Property established by Landlord which are attached as *Exhibit "C"* hereto. Landlord shall have the right at any time and from time to time to modify and change the rules and regulations for the building in any reasonable and non-discriminatory manner.

15. **WAIVER OF TRIAL BY JURY:** LANDLORD AND TENANT MUTUALLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT TO LANDLORD TO ACCEPT DELIVERY OF THIS LEASE.

16. **ADMINISTRATIVE FEE:** Tenant shall pay to Diversified Commercial Property Services, Inc. ("Property Manager") an administrative fee ("Administrative Fee") in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00) in advance, on or before the Effective Date.

(signatures on following page)

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first written above. This Lease Agreement may be executed in any number of counterparts, each of which, when duly executed, shall constitute an original thereof. Each party may transmit its signature by facsimile or e-mail (PDF or similar), and any faxed or e-mailed signed counterpart shall have the same force and effect as an original.

WITNESSES:

Print Name _____

Print Name _____

THE VILLAGES OF LAKE-SUMTER, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

WITNESSES:

Print Name _____

Print Name _____

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special purpose government created pursuant to
Chapter 190, Florida Statutes

By: _____
Name: _____
Title: _____

EXHIBIT "A"

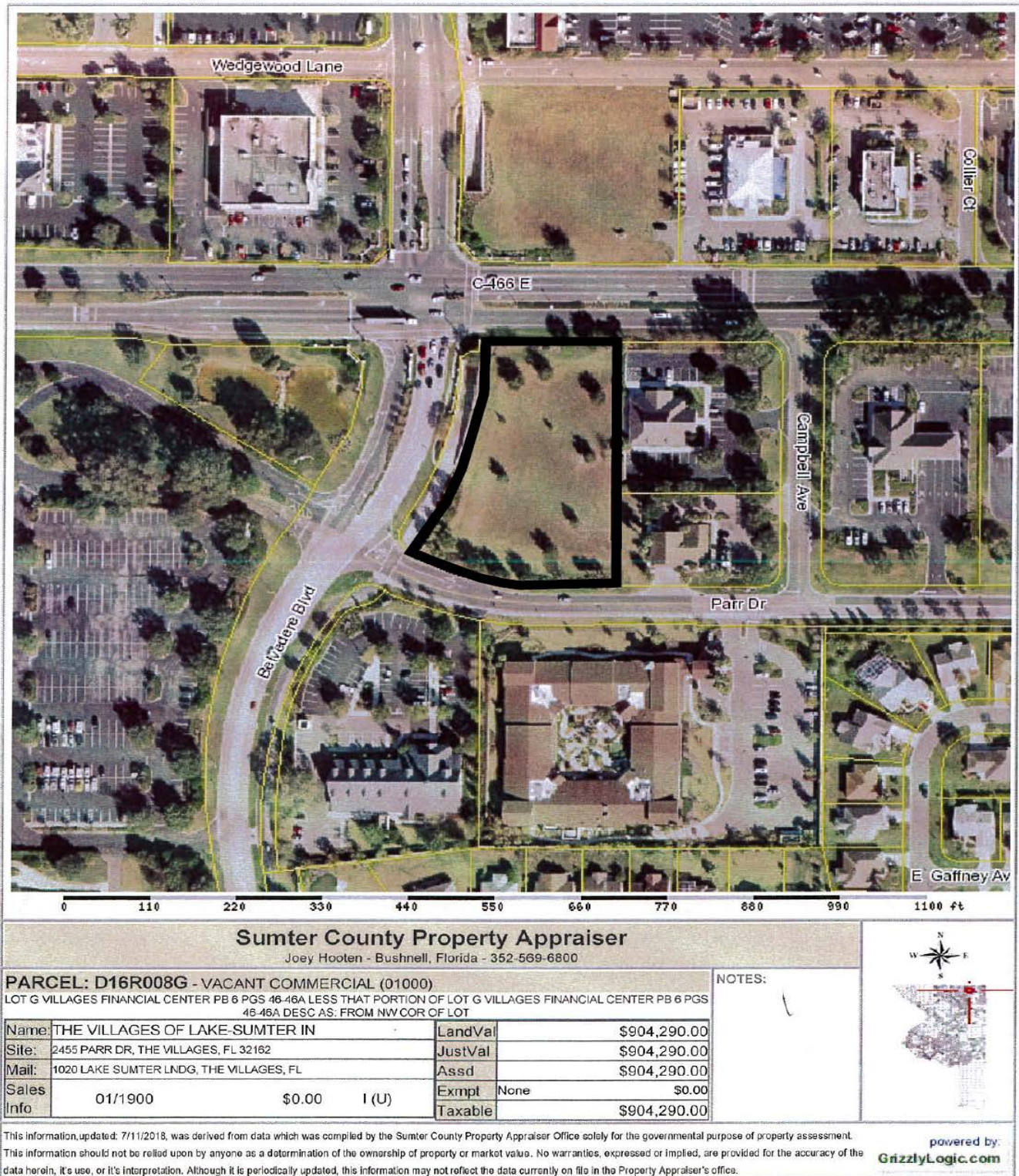


EXHIBIT "B"

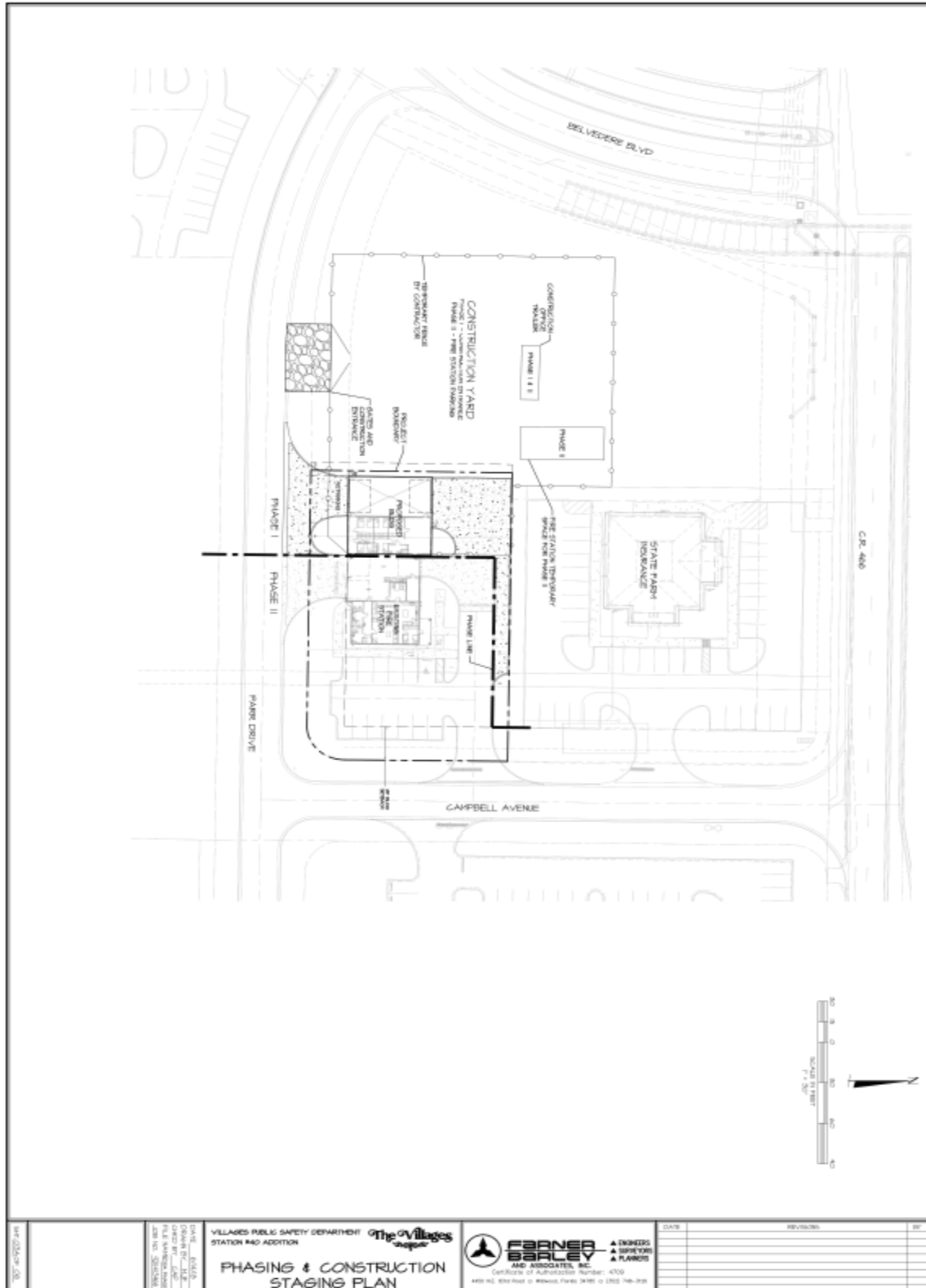


EXHIBIT "C"

TO THE LEASE AGREEMENT BETWEEN THE VILLAGES OF LAKE-SUMTER, INC., AS THE LANDLORD, AND SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, AS THE TENANT, DATED _____, 2019.

RULES AND REGULATIONS

TENANT AGREES AS FOLLOWS:

- (1) All loading and unloading of goods shall be done only at such time, in the areas, and through the entrance, designated for such purposes by Landlord.
- (2) The delivery of or shipping of merchandise, supplies and fixtures to and from the Property shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Property.
- (3) All garbage and refuse shall be kept in the kind of container specified by Landlord and shall be placed outside of the Property prepared for collection in the manner and at the times and places specified by Landlord.
- (4) No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the Property, or on the building without in each instance, the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
- (5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Property without written consent of Landlord.
- (6) If the Property is equipped with heating facilities separate from those in the remainder of the building, Tenant shall keep the Property at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- (7) The exterior areas immediately adjoining the Property shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstruction or merchandise in such areas.
- (8) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused same.
- (9) Tenant shall not burn any trash or garbage of any kind in or about the Property.
- (10) Tenant and Tenant's employees shall park their cars only in those parking areas designated for that purpose by Landlord.

(11) Tenant shall not make noises, cause disturbances, or create odors which may be offensive to other tenants, or their officers, employees, agents, servants, customers or invitees.

(12) Tenant shall not display any banners on the exterior of the Property.



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Sam Wartinbee, District Property Management

DATE: 2/14/2019

SUBJECT: **Quit Claim Deed between The Villages of Lake-Sumter, Inc. to Sumter Landing Community Development Districts**

ISSUE: To accept and acknowledge the Quit Claim Deed executed on January 14th, 2019 between The Villages of Lake-Sumter, Inc. and Sumter Landing Community Development District.

ANALYSIS/INFORMATION:

As part of the ongoing effort to ensure the legal description of the District's properties are accurate as items are identified the necessary steps are taken to address any inconsistencies. Staff has received a Quit Claim Deed from The Villages of Lake-Sumter, Inc. for Tract J of the Villages of Sumter Colony Golf Course which falls within the District's boundaries.

STAFF RECOMMENDATION: Request the Board to entertain a motion to accept and acknowledge the Quit Claim deed executed on January 14th, 2019 between The Villages of Lake-Sumter, Inc. and Sumter Landing Community Development District.

MOTION: Motion to accept the Quit Claim Deed from the Villages of Lake-Sumter, Inc.

ATTACHMENTS:

Description	Type
❑ Quit Claim Deed for Tract J of Sumter Colony Golf Course	Cover Memo

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 14th day of January, 2019, by **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 ("Grantor"), to **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantee");

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sumter, State of Florida, to-wit:


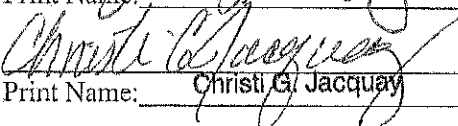
Tract J of **Villages of Sumter Colony Golf Course**, per the Plat recorded in Plat Book 17, Pages 32 and 32A through 32K, inclusive, Public Records of Sumter County, Florida.

Reserving therefrom unto Grantor, its tenants, invitees, successors and assigns, a perpetual non-exclusive easement for drainage, ingress and egress over paved areas, and the construction, installation and maintenance of utilities and irrigation piping facilities, and golf cart paths over and upon the property described above.

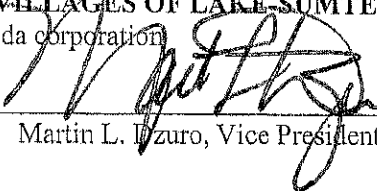
TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee forever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

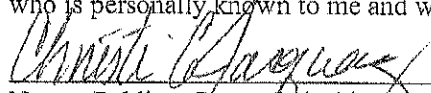

Print Name: Amy L. Young

Print Name: Christi G. Jacquay

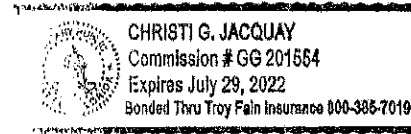
THE VILLAGES OF LAKE-SUMTER, INC.,
a Florida corporation

By: 
Martin L. Izuro, Vice President

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 14th day of January, 2019, by Martin L. Dzuro, as Vice President of, and on behalf of The Villages of Lake-Sumter, Inc., a Florida corporation, who is personally known to me and who did not take an oath.


Notary Public - State of Florida
Print Name: Christi G. Jacquay
My Commission Expires: _____
My Commission Number: _____





AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Richard J. Baier, Manager

DATE: 2/14/2019

SUBJECT: **Approval of Agreement for Maintenance Services with VLS**

ISSUE: Approval of Maintenance Services with The Villages of Lake-Sumter, Inc.

ANALYSIS/INFORMATION:

During the Project Wide Advisory Committee (PWAC) meeting held on January 17, 2019, the Committee reviewed the proposed revisions to Exhibit "A" of the Interlocal Governmental Agreement for Maintenance of Project Wide Improvements and recommended approval to this Board. Subsequently, at the January 17, 2019 Meeting, this Board adopted Resolution 19-08 updating and revising Exhibit "A" of the Project Wide Fund.

The District has received an Agreement for Maintenance Services from The Villages of Lake-Sumter, Inc. to provide landscape maintenance services, on behalf of the District, for the areas adjacent to Fenney Recreation Center and Spanish Moss Postal Facility, which fall under the purview of the Project Wide Fund for maintenance. This agreement will ensure that maintenance of these areas adheres to the best practices established as development continues and transitions. The cost to the District would be \$10 per year from the date of the Agreement until September 30, 2021.

STAFF RECOMMENDATION:

Staff recommends the Board approve the Agreement for Maintenance Services with The Villages of Lake-Sumter, Inc.

MOTION: Motion to approve the Agreement for Maintenance Services with The Villages of Lake-Sumter, Inc.

ATTACHMENTS:

Description	Type
□ Agreement for Maintenance Services	Cover Memo

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES ("Agreement") is made effective this ____ day of _____, 2019 (the "Effective Date"), by and between **Sumter Landing Community Development District**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("District"), and **The Villages of Lake-Sumter, Inc.**, a Florida corporation, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 ("Contractor").

RECITALS

A. Pursuant to that certain Second Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements between the District, Village Community Development District No. 5, Village Community Development District No. 6, Village Community Development District No. 7, Village Community Development District No. 8, Village Community Development District No. 9, and Village Community Development District No. 10, dated May 1, 2010, as subsequently amended, and joined in and consented to by Brownwood Community Development District, Village Community Development District No. 11, and Village Community Development District No. 12 (the "PWI Agreement"), the District maintains certain property within The Villages® community that is identified in the PWI Agreement as "Project Wide Improvements" (referred to herein as "PWI").

B. The lands described in the attached ***Exhibit "A"*** (collectively, the "Property") are or owned by Village Community Development District No. 12, a local unit of special purpose government, whose address is 984 Old Mill Run, The Villages, Florida 32162, and are now or will soon be identified in the PWI Agreement as PWI.

C. The District and Contractor now wish to enter into an agreement for Contractor to maintain the Property on behalf of District in exchange for a fee.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, District and Contractor agree that the Recitals set forth above are true and correct and hereby incorporate them into this Agreement as if fully set forth below, and further agree as follows:

1. SERVICES BY CONTRACTOR

A. Contractor shall provide landscaping maintenance services for the Property (the "Services").

B. The Contractor shall provide all labor, material and equipment necessary to perform the Services. All maintenance and repair of equipment shall be the responsibility of the Contractor, and such maintenance and repairs shall not interfere with completion of required Services to be provided pursuant to this Agreement.

C. Contractor shall promptly notify District of any conditions which negatively affect the nature or character of the Property, growth conditions, or that in any way prevent or hinder of the service obligations of the Contractor required by this Agreement. Contractor agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.

D. Contractor shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from Contractor's operations, including site clean-up of the Property. 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. 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 unless District has granted authorization for use.

E. Contractor acknowledges that the public will associate the Contractor with 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 operations.

F. Contractor shall comply with all applicable governmental statutes, rules, regulations, and orders, as well as all federal, state, and locals, rules, and regulations.

2. **TERM.** The term of this Agreement ("Term") commences on the Effective Date and ends on September 30, 2021.

3. **PAYMENT.** In consideration of the Services provided by Contractor pursuant to this Agreement, District agrees to pay to Contractor the sum of Ten Dollars (\$10.00) per year (the "Fee"), payable in advance; provided however the Fee shall be subject to adjustment as follows:

- A. District fiscal years currently run from October 1 to September 30. District fiscal years 2017-2018, 2018-2019, 2019-2020, and 2020-2021 are each referred to herein as an "Evaluation Year".
- B. In June of 2019, 2020 and 2021, Contractor shall examine actual costs incurred by Contractor in providing Services under this Agreement from October 1 through

May 31 of the current Evaluation Year, and estimate the total costs for Services for that Evaluation Year. That estimate shall be the “Evaluation Year Service Costs”.

C. In June of 2019, 2020 and 2021, District shall:

- (i) Utilizing actual PWI expenses from October 1 through May 31 of the current Evaluation Year, estimate the year-end total PWI expenses for that Evaluation Year. That estimate shall be the “Evaluation Year Total PWI Expenses”;
- (ii) Utilizing the Evaluation Year Total PWI Expenses, estimate the year-end PWI expenses per assessable acre for that Evaluation Year. That estimate shall be the “Evaluation Year PWI Expenses per Assessable Acre”. Estimates contemplated in this Section 3.B. shall not include costs for Services payable to Contractor under this Agreement.
- (iii) Calculate the actual, total year-end PWI expenses for the immediately previous Evaluation Year (“Base Year Total PWI Expenses”) and PWI expenses per assessable acre for the immediately previous Evaluation Year (“Base Year PWI Expenses per Assessable Acre”); and
- (iv) Compare the Evaluation Year PWI Expenses per Assessable Acre to Base Year PWI Expenses per Assessable Acre to determine the percentage increase year over year (i.e., in June of 2019, District will estimate PWI expenses per assessable acre for Evaluation Year 2018-2019, and compare that to actual PWI expenses per assessable acre for Evaluation Year 2017-2018) (the “Annual Increase”).

D. If any comparison described in Section 3.C.(iv) above results in an Annual Increase of less than six percent (6%), then District shall pay to Contractor an additional fee (the “Additional Fee”) within thirty (30) days of commencement of the following Evaluation Year, calculated as follows:

- (i) 6.0% minus the Annual Increase = “Reimbursable Percentage”
- (ii) Reimbursable Percentage multiplied by the Base Year Total PWI Expenses = “Maximum Reimbursable Amount”

- (iii) The Additional Fee in any Evaluation Year shall be the lesser of (x) the Maximum Reimbursable Amount, and (y) the Contractor's total costs to provide Services during that Evaluation Year.

E. District's obligation to pay Additional Fees shall survive expiration of this Agreement.

4. INSURANCE AND INDEMNIFICATION

A. Worker's Compensation. Contractor shall maintain workers compensation insurance with limits acceptable to the District. Exemption certificates are not acceptable.

B. General Liability. Contractor shall maintain Public Liability Insurance with an insurance company qualified to do business within the State of Florida, with a minimum single event limit of \$1,000,000.00. District requires thirty (30) days written notice prior to any cancellation. Within thirty (30) days prior to expiration, Contractor shall provide District with proof that required coverage has been extended, prior to commencing services pursuant to this Agreement.

C. Certificates. Contractor shall furnish to District certificates of insurance in compliance with this Section.

D. Hold Harmless and Indemnification. Contractor does hereby specifically promise and agree to hold harmless, defend and indemnify District and its agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to the Property, to the District, or third person to the extent arising from Contractor's negligence and intentionally wrongful acts under this Agreement. Except only to the extent limited by applicable law, the District agrees to hold harmless, defend and indemnify Contractor and its agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to the Property, to the District, or third person to the extent caused by any reason other than Contractor's negligence and intentionally wrongful acts.

5. **SELF HELP BY DISTRICT.** Within three (3) days after being notified by District in writing of defective or unacceptable work, if the Contractor fails to correct such work in accordance with the requirements of this Agreement, District may cause the unacceptable or defective work to be corrected. Provided however, if the corrective work cannot reasonably be completed within such three (3) day period, and 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 a pro-rated amount proportionate to the quantity of services not performed. All costs and expenses incurred by District pursuant to this Section shall be deducted from monies due, or which may become due Contractor. Any work performed by the District pursuant to the Section shall not in any way relieve Contractor for its obligation herein. The provisions of this Section are cumulative to all other provisions of this Agreement and it is not intended that any deductions in payment taken pursuant to this Section shall diminish or waive District's right to declare the Contractor in default in accordance with applicable provisions of this Agreement.

6. **TERMINATION BY DISTRICT WITH CAUSE.** The performance of Services under this Agreement may be terminated by District in accordance with this Section 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 of a Notice of Termination With Cause specifying the extent to which performance or work under the Agreement is terminated, and the date upon which such termination becomes effective.

7. **TERMINATION WITHOUT CAUSE**

A. The performance of Services under this Agreement may be terminated by District in accordance with this Section in whole or from time to time in part, whenever District provides the Contractor thirty (30) days' notice of desire to terminate this Agreement by delivering a Notice of Termination Without Cause.

B. After receipt of a Notice of Termination Without Cause, and except as otherwise directed, Contractor shall:

- (i) Stop work under this Agreement on the date and to the extent specified in the Notice of Termination Without Cause.
- (ii) Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of the work under this Agreement.
- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination Without Cause.
- (iv) Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, after receiving the approval or

ratification of District to the extent District may require, which approval or ratification shall be final for all purpose of this Section.

C. Termination of this Agreement or a portion thereof, under the provisions of this Section, does not relieve the Contractor of its responsibilities for the completed portion of this Agreement or its obligations for and concerning any just claims arising out of the services performed.

8. OTHER MATTERS

A. Contractor shall not utilize, nor store, any drums of any material exceeding 5-gallon containers the Property.

B. The obligations of Contractors under this Agreement may not be amended without prior written consent of District. District may freely assign this Agreement to any entity acquiring the real estate, which is subject to this Agreement. Contractor may not delegate its duties under this contract without prior written consent of District.

C. The parties agree that exclusive jurisdiction and venue for the enforcement, construction or interpretation of this Agreement, shall be the Fifth Judicial Circuit in and 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 this Agreement, or its duties, obligations, or responsibilities or rights hereunder. 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.

D. Contractor shall not be construed to be the agent, servant or employee of the District, 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 tort, as the agent, servant or employee of the District.

E. This Agreement shall be binding upon the parties hereto, their successors and assigns, and time of the essence of this Agreement.

F. *Exhibit "A"* to this Agreement is incorporated herein.

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

DISTRICT:

ATTEST:

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

Richard J. Baier, District Manager

Mike Berning, Chair, Board of Supervisors

**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Mike Berning as Chair of and on behalf of Sumter Landing Community Development District, for the purposes expressed herein, who is personally known to me and who did not take an oath.

Notary Public – State of Florida

Print Name:_____

Commission Number:_____

Commission Expires:_____

CONTRACTOR:

THE VILLAGES OF LAKE-SUMTER, INC.,
a Florida corporation

Doris Pardo

Print Name: Doris A. Pardo

Christi G. Jacquay

Print Name: Christi G. Jacquay

By: *R.L. Chandler IV*

Print Name: Robert L. Chandler IV

Title: Vice President

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 16 day of JANUARY, 2019, by Robert L. Chandler IV, as Vice President, of and on behalf of The Villages of Lake-Sumter, Inc., a Florida corporation, for the purposes expressed herein, who is personally known to me and who did not take an oath.

Doris Pardo

Notary Public – State of Florida

Print Name: Doris A. Pardo

Commission Number: _____

Commission Expires: _____

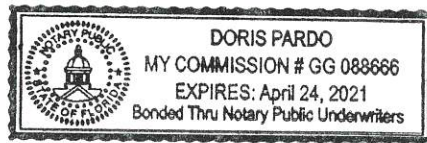


EXHIBIT "A"
PROPERTY

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
PAGE 1 of 9

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF TRACT "F", VILLAGE OF FENNEY UNIT NO. 12, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 26, 26A THROUGH 26F, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID TRACT "F" RUN S38°29'34"W, 49.12 FEET TO THE MOST WESTERLY CORNER OF SAID TRACT "F" AND A POINT ON THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3135, PAGE 671, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; SAID POINT ALSO BEING THE POINT OF BEGINNING; THE FOLLOWING FOUR (4) COURSES BEING ALONG SAID BOUNDARY LINES OF SAID LANDS: DEPARTING SAID TRACT "F" RUN S38°29'34"W, 72.54 FEET; THENCE S11°24'00"W, 68.05 FEET; THENCE S78°36'00"E, 28.13 FEET; THENCE S57°58'10"E, 86.97 FEET; THENCE DEPARTING SAID BOUNDARY LINES AND ALONG A RADIAL LINE RUN N61°30'40"E, 42.80 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 18.00 FEET AND A CHORD BEARING AND DISTANCE OF S69°32'24"E, 23.64 FEET TO WHICH A RADIAL LINE BEARS S61°30'40"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 82°08'09", AN ARC DISTANCE OF 25.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 166.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°06'41", AN ARC DISTANCE OF 148.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°56'01", AN ARC DISTANCE OF 44.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 127.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°03'24", AN ARC DISTANCE OF 33.37 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°37'20", AN ARC DISTANCE OF 43.26 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 348.00 FEET AND A CHORD BEARING AND DISTANCE OF N75°02'30"W, 52.99 FEET TO WHICH A RADIAL LINE BEARS S10°35'30"W; SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY LINE OF AFORESAID TRACT "F"; THE FOLLOWING SIX (6) COURSES BEING ALONG SAID SOUTHERLY BOUNDARY LINE: THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°43'59", AN ARC DISTANCE OF 53.04 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,820.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°34'10", AN ARC DISTANCE OF 145.15 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 369.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°13'40", AN ARC DISTANCE OF 52.99 FEET; THENCE ALONG A RADIAL LINE RUN N22°59'00"E, 6.50 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 362.50 FEET AND A CHORD BEARING AND DISTANCE OF N60°55'15"W, 76.89 FEET TO WHICH A RADIAL LINE BEARS S22°59'00"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°11'31", AN ARC DISTANCE OF 77.14 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 391.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°21'20", AN ARC DISTANCE OF 50.26 FEET TO THE POINT OF BEGINNING.

AND

A PARCEL OF LAND LYING WITHIN SECTIONS 31 AND 32, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF TRACT "F", VILLAGE OF FENNEY UNIT NO. 12, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 26, 26A THROUGH 26F, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID TRACT "F" RUN S38°29'34"W, 49.12 FEET TO THE MOST WESTERLY CORNER OF SAID TRACT "F" AND A POINT ON THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3135, PAGE 671, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING TWENTY-ONE (21) COURSES BEING ALONG SAID BOUNDARY LINES OF SAID LANDS: DEPARTING SAID TRACT "F" RUN S38°29'34"W, 72.54 FEET; THENCE S11°24'00"W, 68.05 FEET; THENCE S78°36'00"E, 28.13 FEET; THENCE S57°58'10"E, 86.97 FEET; THENCE S01°19'39"W, 73.43 FEET; THENCE S12°29'35"W, 81.67 FEET; THENCE S54°49'06"W, 25.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S54°49'06"W, 50.41 FEET; THENCE S26°45'45"W, 54.37 FEET; THENCE S04°34'59"W, 45.80 FEET; THENCE S12°46'46"E, 130.46 FEET; THENCE S18°52'40"E, 57.62 FEET; THENCE S17°38'06"E, 110.71 FEET; THENCE S12°17'48"E, 53.80 FEET; THENCE S11°45'13"E, 59.70 FEET; THENCE S28°08'07"E, 34.28 FEET; THENCE S05°23'30"E, 86.84 FEET; THENCE S47°45'24"E, 81.15 FEET; THENCE S74°50'15"E, 30.55 FEET; THENCE S20°29'18"E, 90.89 FEET; THENCE S49°46'29"W, 89.19 FEET TO A POINT ON THE BOUNDARY LINE OF TRACT "A" OF AFORESAID VILLAGE OF FENNEY UNIT NO. 12; THE FOLLOWING TWELVE (12) COURSES BEING ALONG SAID PLAT: RUN S21°20'00"W, 58.28 FEET; THENCE S05°50'15"W, 40.47 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 87.19 FEET AND A CHORD BEARING AND DISTANCE OF S61°19'35"E, 86.20 FEET TO WHICH A RADIAL LINE BEARS S58°17'55"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 59°15'00", AN ARC DISTANCE OF 90.17 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 148.97 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°38'12", AN ARC DISTANCE OF 123.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 114.14 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°27'43", AN ARC DISTANCE OF 106.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 79.78 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°18'29", AN ARC DISTANCE OF 85.37 FEET; THENCE ALONG A NON-TANGENT LINE RUN N76°40'18"E, 125.89 FEET TO THE MOST WESTERLY CORNER OF LOT 6 OF SAID PLAT; THENCE ALONG THE BOUNDARY LINE OF SAID LOT 6 RUN N32°36'59"E, 114.25 FEET TO THE MOST WESTERLY CORNER OF LOT 5 OF SAID PLAT; THENCE ALONG THE BOUNDARY LINE OF SAID LOT 5 RUN N62°09'11"E, 58.59 FEET; THENCE DEPARTING SAID PLAT RUN N16°56'59"E, 57.15 FEET; THENCE N21°11'04"W, 88.18 FEET; THENCE N23°12'37"E, 81.33 FEET; THENCE N51°35'05"W, 24.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 4.33 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°40'25", AN ARC DISTANCE OF 6.70 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 211.87 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°02'39", AN ARC DISTANCE OF 14.94 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 42.67 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°32'15", AN ARC DISTANCE OF 196.14 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 14.33 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°26'51", AN ARC DISTANCE OF 19.82 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 2.33 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°32'22", AN ARC DISTANCE OF 4.82 FEET TO THE POINT OF TANGENCY; THENCE N64°50'09"W, 14.66 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 168.33 FEET AND A CHORD BEARING AND DISTANCE OF N10°04'39"E, 88.92 FEET TO WHICH A RADIAL LINE BEARS S64°36'28"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL

(LEGAL DESCRIPTION CONTINUED ON SHEET 2)

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE RECORD PLAT OF VILLAGE OF FENNEY UNIT NO. 1 PER PLAT BOOK 16, PAGES 10-10G.

10/30/18
DATE

KAYE M. JAMESON, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5912



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EXHIBIT "A"
PAGE 2 of 9

LEGAL DESCRIPTION

(LEGAL DESCRIPTION CONTINUED FROM SHEET 1)

ANGLE OF 30°37'47", AN ARC DISTANCE OF 89.99 FEET; THENCE N04°59'27"E, 13.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 4.33 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°34'27", AN ARC DISTANCE OF 6.92 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 186.33 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°25'42", AN ARC DISTANCE OF 1.39 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 27.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°08'13", AN ARC DISTANCE OF 21.53 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 4.33 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 116°46'34", AN ARC DISTANCE OF 8.83 FEET TO THE POINT OF TANGENCY; THENCE S11°04'31"W, 13.42 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 9.33 FEET AND A CHORD BEARING AND DISTANCE OF N57°16'48"W, 5.96 FEET TO WHICH A RADIAL LINE BEARS N51°21'06"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°15'48", AN ARC DISTANCE OF 8.07 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 92.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°22'18", AN ARC DISTANCE OF 45.89 FEET; THENCE ALONG A NON-TANGENT LINE RUN N42°02'45"E, 13.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 4.33 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°22'17", AN ARC DISTANCE OF 6.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 74.87 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°57'09", AN ARC DISTANCE OF 15.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 131.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°52'07", AN ARC DISTANCE OF 6.58 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 4.33 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92°15'23", AN ARC DISTANCE OF 6.97 FEET TO THE POINT OF TANGENCY; THENCE S52°30'07"W, 13.57 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 113.33 FEET AND A CHORD BEARING AND DISTANCE OF N47°32'59"W, 40.88 FEET TO WHICH A RADIAL LINE BEARS N52°50'27"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°45'52", AN ARC DISTANCE OF 41.10 FEET; THENCE ALONG A NON-TANGENT LINE RUN N32°23'54"E, 13.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 4.33 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92°15'23", AN ARC DISTANCE OF 6.97 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 131.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°52'40", AN ARC DISTANCE OF 18.06 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 4.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92°15'23", AN ARC DISTANCE OF 6.97 FEET TO THE POINT OF TANGENCY; THENCE S20°00'28"W, 13.57 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 113.33 FEET AND A CHORD BEARING AND DISTANCE OF N73°21'34"W, 14.65 FEET TO WHICH A RADIAL LINE BEARS N20°20'47"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°24'43", AN ARC DISTANCE OF 14.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 247.67 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°51'01", AN ARC DISTANCE OF 16.64 FEET; THENCE ALONG A NON-TANGENT LINE RUN N16°37'47"E, 13.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 4.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°46'32", AN ARC DISTANCE OF 6.71 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 229.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°42'57", AN ARC DISTANCE OF 58.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 4.33 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°46'32", AN ARC DISTANCE OF 6.71 FEET TO THE POINT OF TANGENCY; THENCE S33°47'39"W, 13.72 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 247.67 FEET AND A CHORD BEARING AND DISTANCE OF N49°38'53"W, 58.19 FEET TO WHICH A RADIAL LINE BEARS S33°38'21"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°29'32", AN ARC DISTANCE OF 58.32 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 142.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°58'51", AN ARC DISTANCE OF 19.87 FEET; THENCE ALONG A NON-TANGENT LINE RUN N84°50'36"E, 13.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 4.33 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°45'43", AN ARC DISTANCE OF 6.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 124.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°41'33", AN ARC DISTANCE OF 23.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 4.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°45'43", AN ARC DISTANCE OF 6.63 FEET TO THE POINT OF TANGENCY; THENCE S69°58'42"W, 20.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 149.00 FEET AND A CHORD BEARING AND DISTANCE OF N18°07'34"W, 11.20 FEET TO WHICH A RADIAL LINE BEARS S89°43'15"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°18'23", AN ARC DISTANCE OF 11.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 447.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°19'42", AN ARC DISTANCE OF 57.17 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 10.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°25'42", AN ARC DISTANCE OF 11.42 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 86.26 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°17'45", AN ARC DISTANCE OF 23.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 111.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°54'15", AN ARC DISTANCE OF 44.37 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 117.49 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°12'04'07", AN ARC DISTANCE OF 24.75 FEET; THENCE ALONG A NON-TANGENT LINE RUN S04°05'57"W, 44.88 FEET; THENCE N85°54'03"W, 25.67 FEET; THENCE S04°05'57"W, 13.67 FEET; THENCE N85°54'03"W, 18.67 FEET; THENCE S04°05'57"W, 22.19 FEET; THENCE N79°05'57"E, 24.93 FEET; THENCE S10°54'03"E, 56.00 FEET; THENCE S79°05'57"W, 78.00 FEET; THENCE N10°54'03"W, 56.00 FEET; THENCE N79°05'57"E, 12.33 FEET; THENCE N10°54'03"W, 3.67 FEET; THENCE N79°05'57"E, 18.25 FEET; THENCE N04°05'57"E, 7.22 FEET; THENCE N85°54'03"W, 17.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 43.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°28'52", AN ARC DISTANCE OF 10.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 43.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°40'51", AN ARC DISTANCE OF 33.53 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 32.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°58'10", AN ARC DISTANCE OF 21.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 53.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°48'43", AN ARC DISTANCE OF 23.88 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 10.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°45'38", AN ARC DISTANCE OF 4.67 FEET TO THE POINT OF TANGENCY; THENCE N69°18'14"W, 2.90 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 58.00 FEET AND A CHORD BEARING AND DISTANCE OF S63°17'40"W, 18.57 FEET TO WHICH A RADIAL LINE BEARS S36°14'32"E;

(LEGAL DESCRIPTION CONTINUED ON SHEET 3)



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SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
PAGE 3 of 9

LEGAL DESCRIPTION

(LEGAL DESCRIPTION CONTINUED FROM SHEET 2)

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°05'04", AN ARC DISTANCE OF 18.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 4.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 146°30'18", AN ARC DISTANCE OF 10.23 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 14.44 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 308°22'57", AN ARC DISTANCE OF 77.72 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 4.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 146°30'34", AN ARC DISTANCE OF 10.23 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 56.06 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°21'28", AN ARC DISTANCE OF 20.90 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 26.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 98°41'17", AN ARC DISTANCE OF 44.78 FEET; THENCE ALONG A RADIAL LINE RUN N79°07'33"W, 6.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 232.04 FEET AND A CHORD BEARING AND DISTANCE OF N04°58'46"E, 47.66 FEET TO WHICH A RADIAL LINE BEARS S79°07'33"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°47'22", AN ARC DISTANCE OF 47.75 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 10.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 103°36'36", AN ARC DISTANCE OF 18.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 20.09 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 185°12'30", AN ARC DISTANCE OF 64.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 10.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 95°15'58", AN ARC DISTANCE OF 16.63 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 80.60 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°51'21", AN ARC DISTANCE OF 71.54 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 73.78 FEET AND A CHORD BEARING AND DISTANCE OF N02°23'17"W, 132.55 FEET TO WHICH A RADIAL LINE BEARS S23°40'22"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 127°52'42", AN ARC DISTANCE OF 164.88 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 80.00 FEET AND A CHORD BEARING AND DISTANCE OF N73°07'05"E, 21.41 FEET TO WHICH A RADIAL LINE BEARS N24°34'22"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°22'56", AN ARC DISTANCE OF 21.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 34.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°45'15", AN ARC DISTANCE OF 14.11 FEET; THENCE ALONG A NON-TANGENT LINE RUN N29°06'18"W, 27.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.44 ACRES, MORE OR LESS.



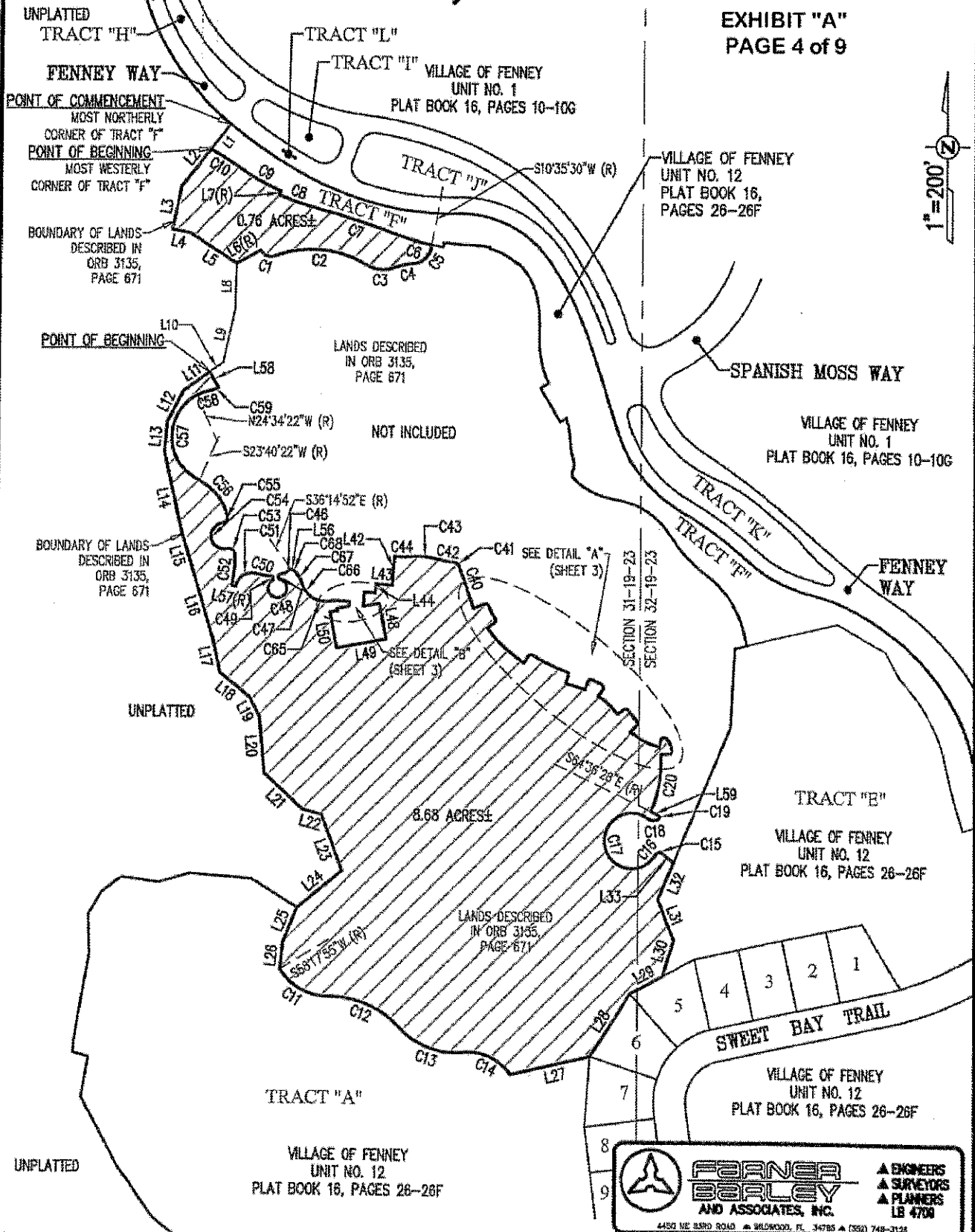
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SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
PAGE 4 of 9



SEE SURVEY NEW SURVEY SUMMER NON-VILLAGES PROJECT VILLAGES OF FENNEY POSTAL & REC CENTERS VOF VRC L110 VOF DEV TO DIST LESS VRC L10 DRG

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SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

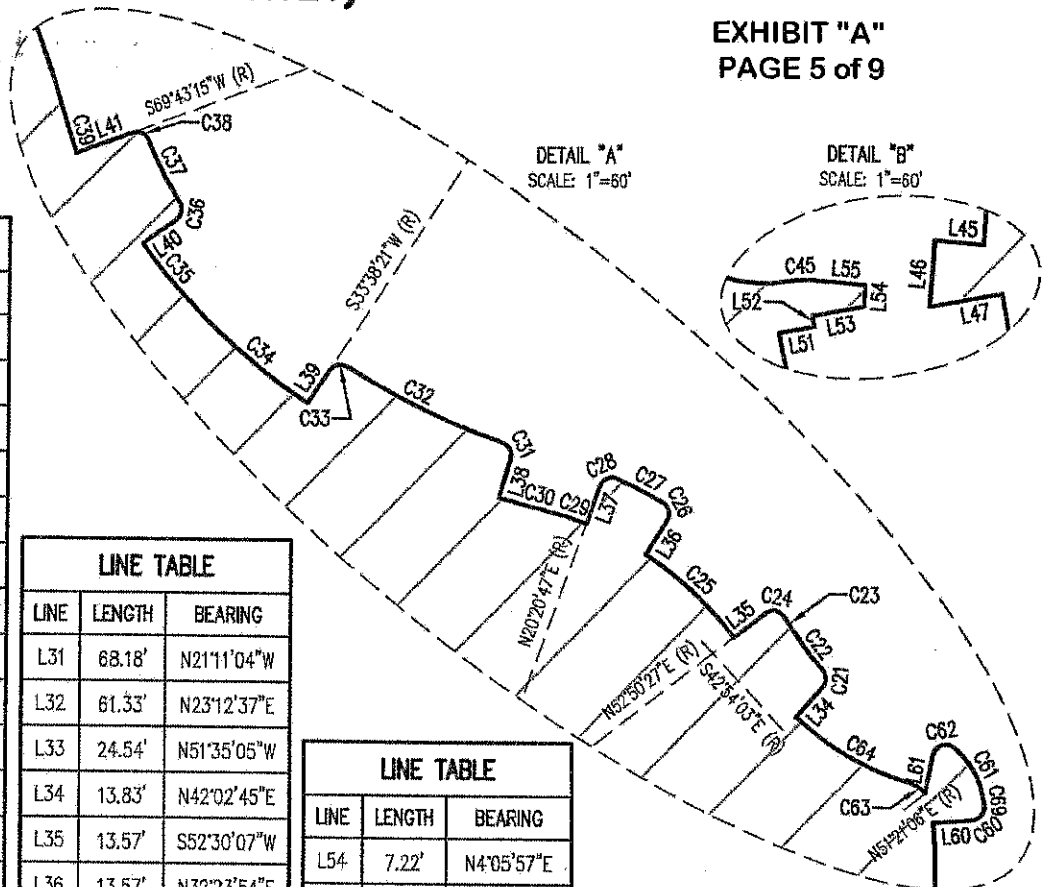
EXHIBIT "A"
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LINE TABLE		
LINE	LENGTH	BEARING
L1	49.12'	S38°29'34"W
L2	72.54'	S38°29'34"W
L3	68.05'	S11°24'00"W
L4	28.13'	S78°36'00"E
L5	86.97'	S57°58'10"E
L6	42.80'	N61°30'40"E
L7	6.50'	N22°59'00"E
L8	73.43'	S1°19'39"W
L9	81.67'	S12°29'35"W
L10	25.13'	S54°49'06"W
L11	50.41'	S54°49'06"W
L12	54.37'	S26°45'45"W
L13	45.80'	S4°34'59"W
L14	130.46'	S12°46'46"E
L15	57.62'	S16°52'40"E
L16	110.71'	S17°38'06"E
L17	53.80'	S12°17'48"E
L18	59.70'	S51°45'13"E
L19	34.28'	S28°08'07"E
L20	86.84'	S5°23'30"E
L21	81.15'	S47°45'24"E
L22	30.55'	S74°50'15"E
L23	90.89'	S20°29'18"E
L24	89.19'	S49°46'29"W
L25	58.28'	S21°20'00"W
L26	40.47'	S5°50'15"W
L27	125.89'	N76°40'18"E
L28	114.25'	N32°36'59"E
L29	58.59'	N62°09'11"E
L30	57.15'	N16°56'59"E

LINE TABLE		
LINE	LENGTH	BEARING
L31	68.18'	N21°11'04"W
L32	61.33'	N23°12'37"E
L33	24.54'	N51°35'05"W
L34	13.83'	N42°02'45"E
L35	13.57'	S52°30'07"W
L36	13.57'	N32°23'54"E
L37	13.57'	S20°00'28"W
L38	13.72'	N16°37'47"E
L39	13.72'	S33°47'39"W
L40	13.77'	N54°50'36"E
L41	20.10'	S69°58'42"W
L42	44.88'	S4°05'57"W
L43	25.67'	N85°54'03"W
L44	13.67'	S4°05'57"W
L45	16.67'	N85°54'03"W
L46	22.19'	S4°05'57"W
L47	24.93'	N79°05'57"E
L48	56.00'	S10°54'03"E
L49	78.00'	S79°05'57"W
L50	56.00'	N10°54'03"W
L51	12.33'	N79°05'57"E
L52	3.67'	N10°54'03"W
L53	18.25'	N79°05'57"E

LINE TABLE		
LINE	LENGTH	BEARING
L54	7.22'	N4°05'57"E
L55	17.20'	N85°54'03"W
L56	2.90'	N69°18'14"W
L57	6.00'	N79°07'33"W
L58	27.77'	N29°08'18"W
L59	14.66'	N64°50'09"W
L60	13.60'	N84°59'27"E
L61	13.42'	S11°04'31"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	25.79'	18.00'	82°06'09"	S69°32'24"E	23.64'
C2	148.08'	166.00'	51°06'41"	S85°02'08"E	143.22'
C3	44.45'	50.00'	50°56'01"	S84°56'48"E	43.00'
C4	33.37'	127.00'	15°03'24"	N77°06'53"E	33.28'
C5	43.26'	30.00'	82°37'20"	N43°19'55"E	39.61'



**FARNER
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▲ PLANNERS
LB 4709

4450 NE 83RD ROAD ▲ MIAMI, FL 33153 (305) 743-3125

S:\SURVEY\NEW SURVEYS\SUMMER VILLAGES PROJECT\SURVEY\POSTAL & REC CENTERS\NOF VRC 110\NOF DEV TO DIST LESS VRC110.DWG

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C6	53.04'	348.00'	8°43'59"	N75°02'30"W	52.99'
C7	145.15'	1820.00'	4°34'10"	N72°57'36"W	145.11'
C8	52.99'	369.00'	8°13'40"	N71°07'50"W	52.94'
C9	77.14'	362.50'	12°11'31"	N60°55'15"W	76.99'
C10	50.26'	391.50'	7°21'20"	N58°30'10"W	50.23'
C11	90.17'	87.19'	59°15'00"	S61°19'35"E	86.20'
C12	123.86'	148.97'	47°38'12"	S67°07'58"E	120.32'
C13	106.50'	114.14'	53°27'43"	S70°02'44"E	102.68'
C14	85.37'	79.78'	61°18'29"	S66°07'21"E	81.36'
C15	6.70'	4.33'	88°40'25"	S84°04'42"W	6.05'
C16	14.94'	211.67'	4°02'39"	S41°45'49"W	14.94'
C17	196.14'	42.87'	263°21'55"	N04°31'53"W	63.74'
C18	19.62'	14.33'	78°26'51"	N87°55'38"E	18.12'
C19	4.62'	2.33'	113°32'22"	N08°03'58"W	3.90'
C20	89.99'	168.33'	30°37'47"	N10°04'39"E	88.92'
C21	6.53'	4.33'	86°22'17"	N01°08'23"W	5.93'
C22	15.58'	74.67'	11°57'09"	N38°20'57"W	15.55'
C23	6.58'	131.33'	2°52'07"	N33°48'26"W	6.57'
C24	6.97'	4.33'	92°15'23"	N81°22'11"W	6.24'
C25	41.10'	113.33'	20°46'52"	N47°32'59"W	40.86'
C26	6.97'	4.33'	92°15'23"	N13°43'48"W	6.24'
C27	18.06'	131.33'	7°52'40"	N63°47'49"W	18.04'
C28	6.97'	4.33'	92°15'23"	S66°08'09"W	6.24'
C29	14.66'	113.33'	7°24'43"	N73°21'34"W	14.65'
C30	16.64'	247.67'	3°51'01"	N75°08'26"W	16.64'
C31	6.71'	4.33'	88°46'32"	N27°45'29"W	6.06'
C32	58.99'	229.67'	14°42'57"	N64°47'17"W	58.83'
C33	6.71'	4.33'	88°46'32"	S78°10'56"W	6.06'
C34	58.32'	247.67'	13°29'32"	N49°36'53"W	58.19'
C35	19.87'	142.67'	7°58'51"	N38°52'41"W	19.86'
C36	6.63'	4.33'	87°46'43"	N10°57'14"E	6.00'
C37	23.27'	124.67'	10°41'33"	N27°35'21"W	23.23'
C38	6.63'	4.33'	87°46'43"	N86°07'56"W	6.00'
C39	11.20'	149.00'	4°18'23"	N18°07'34"W	11.20'

EXHIBIT "A"
PAGE 6 of 9

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C40	57.17'	447.00'	7°19'42"	N19°38'13"W	57.13'
C41	11.42'	10.00'	65°26'42"	N56°01'25"W	10.81'
C42	23.03'	86.26'	15°17'45"	N81°05'53"W	22.96'
C43	44.37'	111.00'	22°54'15"	N84°54'08"W	44.08'
C44	24.75'	117.49'	12°04'07"	S89°40'48"W	24.70'
C45	10.87'	43.00'	14°28'52"	S86°51'31"W	10.84'
C46	18.65'	56.00'	19°05'04"	S63°17'40"W	18.57'
C47	10.23'	4.00'	146°30'19"	S00°24'57"E	7.66'
C48	77.72'	14.44'	308°22'57"	S80°31'22"W	12.57'
C49	10.23'	4.00'	148°30'34"	N18°32'27"W	7.66'
C50	20.90'	56.06'	21°21'28"	N81°07'00"W	20.78'
C51	44.78'	26.00'	98°41'17"	S80°13'06"W	39.45'
C52	47.75'	232.04'	11°47'22"	N04°58'46"E	47.66'
C53	18.08'	10.00'	103°36'36"	N52°43'13"W	15.72'
C54	64.95'	20.09'	185°12'30"	N11°55'16"W	40.15'
C55	16.63'	10.00'	95°15'58"	N33°03'00"E	14.78'
C56	71.54'	80.60'	50°51'21"	N40°00'40"W	69.21'
C57	164.66'	73.78'	127°52'42"	N02°23'17"W	132.55'
C58	21.48'	80.00'	15°22'55"	N73°07'05"E	21.41'
C59	14.11'	34.00'	23°46'15"	N68°55'25"E	14.01'
C60	6.92'	4.33'	91°34'27"	N39°12'13"E	6.21'
C61	21.53'	27.33'	45°08'13"	N29°34'46"W	20.98'
C62	8.83'	4.33'	116°46'34"	S69°27'48"W	7.38'
C63	6.07'	9.33'	37°15'48"	N57°16'48"W	5.96'
C64	45.89'	92.67'	28°22'18"	N61°43'33"W	45.42'
C65	33.53'	43.00'	44°40'51"	N78°02'29"W	32.69'
C66	21.76'	32.00'	38°58'10"	N36°12'58"W	21.35'
C67	23.88'	53.00'	25°48'43"	N29°38'15"W	23.68'
C68	4.67'	10.00'	26°45'38"	N55°55'25"W	4.63'
C69	1.39'	186.33'	0°25'42"	N06°47'52"W	1.39'



**FORNER
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LB 4708

AS SURVEY, NEW SURVEY, MONTGOMERY VILLAGES PROJECT, VILLAGE OF PENNEY POSTAL & REC. CENTERS, MOF VRC, JUVON OF DEV. TO DIST. LESS VRC, 10-04-08

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

AND

EXHIBIT "A"

PAGE 7 of 9

LEGAL DESCRIPTION

TRACTS "D" AND "F", VILLAGE OF FENNEY UNIT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 10, 10A THROUGH 10G, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. LESS AND EXCEPT THOSE PORTIONS OF SAID TRACT "D" AND TRACT "F" BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHEASTERLY CORNER OF SAID TRACT "D"; THE FOLLOWING SIX (6) COURSES BEING ALONG THE BOUNDARY OF SAID TRACT "D": RUN S00°17'59"W, 20.00 FEET; THENCE S37°03'14"W, 83.53 FEET; THENCE S00°15'19"W, 116.66 FEET; THENCE S16°51'48"E, 63.85 FEET; THENCE S19°54'34"E, 128.80 FEET; THENCE S10°37'57"E, 61.37 FEET TO THE MOST NORTHERLY CORNER OF AFORESAID TRACT "F"; THE FOLLOWING FIVE (5) COURSES BEING ALONG THE BOUNDARY OF SAID TRACT "F": RUN S88°29'09"E, 135.00 FEET; THENCE S01°30'51"W, 41.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°19'12", AN ARC DISTANCE OF 24.40 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76°09'08", AN ARC DISTANCE OF 28.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 325.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°53'33", AN ARC DISTANCE OF 145.87 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 18.50 FEET AND A CHORD BEARING AND DISTANCE OF N31°39'32"W, 10.42 FEET TO WHICH A RADIAL LINE BEARS N74°42'19"E; THENCE DEPARTING SAID BOUNDARY RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°43'43", AN ARC DISTANCE OF 10.57 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°27'33", AN ARC DISTANCE OF 123.01 FEET TO THE POINT OF TANGENCY; THENCE N06°33'51"W, 49.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 245.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°35'15", AN ARC DISTANCE OF 15.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°24'45", AN ARC DISTANCE OF 7.54 FEET TO THE POINT OF TANGENCY; THENCE S83°26'09"W, 4.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°33'24", AN ARC DISTANCE OF 38.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 113.11 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°36'56", AN ARC DISTANCE OF 58.46 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 137.76 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°39'54", AN ARC DISTANCE OF 49.69 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 62.82 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°01'48", AN ARC DISTANCE OF 58.15 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 10.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°27'37", AN ARC DISTANCE OF 11.60 FEET TO THE POINT OF TANGENCY; THENCE S75°36'42"W, 33.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 74.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°53'34", AN ARC DISTANCE OF 5.03 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 79.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°55'44", AN ARC DISTANCE OF 140.54 FEET TO THE POINT OF TANGENCY; THENCE N01°26'00"E, 48.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 51.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°37'37", AN ARC DISTANCE OF 11.24 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 10.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°10'25", AN ARC DISTANCE OF 14.17 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 22.90 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°37'23", AN ARC DISTANCE OF 8.64 FEET; THENCE ALONG A NON-TANGENT LINE RUN N08°13'33"W, 6.54 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 115.68 FEET AND A CHORD BEARING AND DISTANCE OF N28°20'59"W, 102.41 FEET TO WHICH A RADIAL LINE BEARS N06°55'36"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°32'58", AN ARC DISTANCE OF 106.09 FEET; THENCE ALONG A NON-TANGENT LINE RUN N29°56'17"E, 4.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 40.89 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°03'43", AN ARC DISTANCE OF 42.82 FEET; THENCE ALONG A NON-TANGENT LINE RUN S89°33'12"E, 28.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 12.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°23'17", AN ARC DISTANCE OF 9.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 79.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°41'09", AN ARC DISTANCE OF 20.25 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 5.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 73°27'18", AN ARC DISTANCE OF 6.41 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 172.98 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°36'54", AN ARC DISTANCE OF 44.12 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 106.54 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°49'04", AN ARC DISTANCE OF 42.43 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 45.02 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°20'47", AN ARC DISTANCE OF 5.77 FEET; THENCE ALONG A NON-TANGENT LINE RUN N13°07'29"E, 78.19 FEET TO THE NORTHERLY BOUNDARY OF AFORESAID TRACT "D"; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID NORTHERLY BOUNDARY: RUN S89°44'41"E, 39.34 FEET; THENCE S89°42'01"E, 11.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.88 ACRES, MORE OR LESS.

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE RECORD PLAT OF VILLAGE OF FENNEY UNIT NO. 1 PER PLAT BOOK 16, PAGES 10-10G.

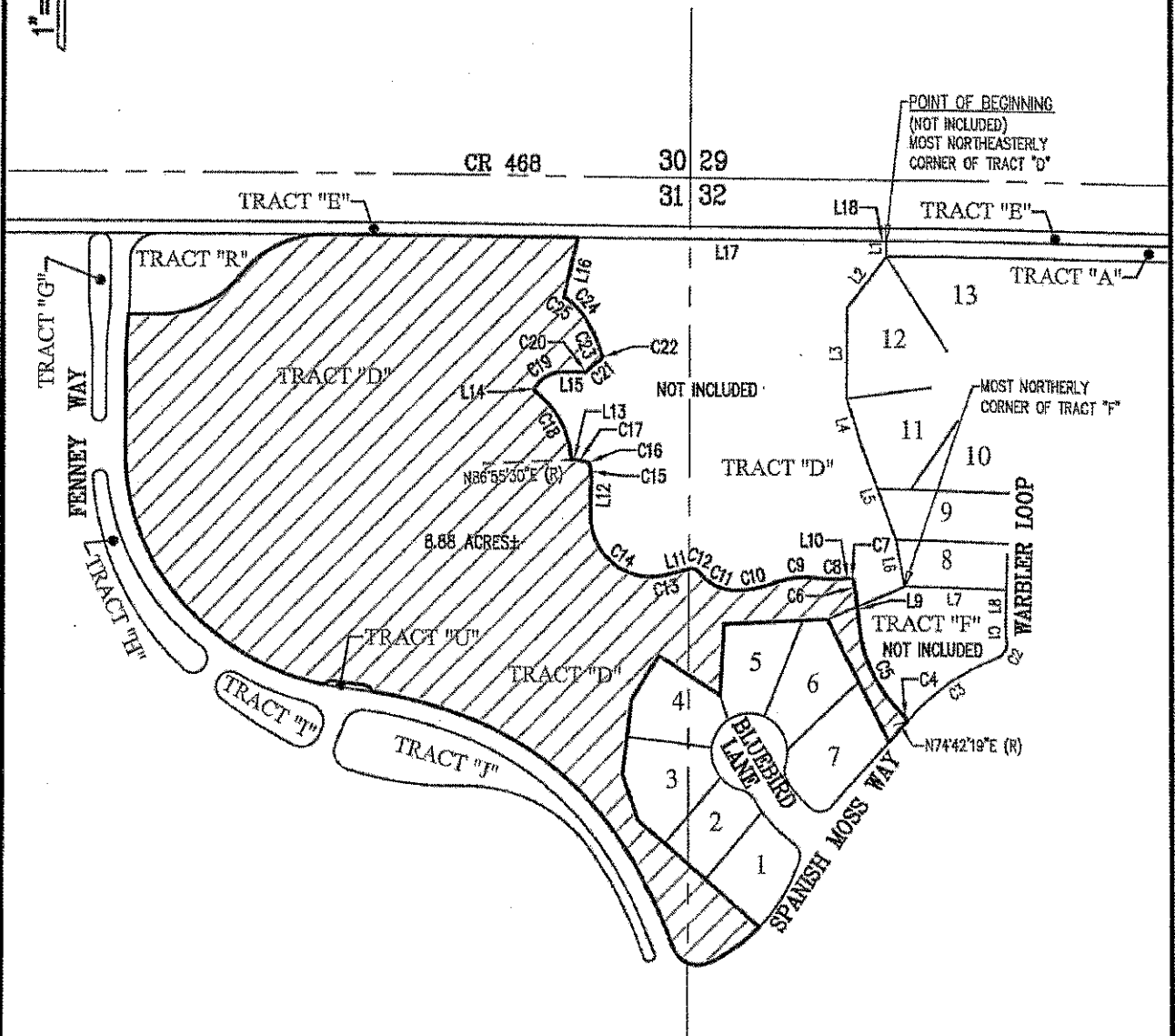
10/31/18
DATE

Kaye W. Jameson
KAYE W. JAMESON, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5912



1"=200'

TRACT "G" 7



E:\SURVEY NEW\SURVEY\SUMTER\NIN-VILLAGES PROJECTS\VILLAGE OF FENNEA\POSTAL & REC CENTERS\VOF VRC 103\VOF DEV TO DIST LESS SM103.dwg



SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
PAGE 9 of 9

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	24.40'	150.00'	9°19'12"	S03°08'45"E	24.37'
C2	26.58'	20.00'	76°09'08"	S30°16'13"W	24.67'
C3	146.87'	325.00'	25°53'33"	S55°24'01"W	145.62'
C4	10.57'	18.50'	32°43'43"	N31°39'32"W	10.42'
C5	123.01'	170.00'	41°27'33"	N27°17'37"W	120.35'
C6	15.34'	245.00'	3°35'15"	N08°21'28"W	15.34'
C7	7.54'	5.00'	86°24'45"	N53°21'28"W	6.85'
C8	38.11'	150.00'	14°33'24"	N89°17'09"W	38.01'
C9	58.46'	113.11'	29°36'56"	S83°11'05"W	57.82'
C10	49.69'	137.76'	20°39'54"	S78°42'34"W	49.42'
C11	58.15'	62.82'	53°01'48"	N64°26'35"W	56.09'
C12	11.60'	10.00'	66°27'37"	N71°09'30"W	10.96'
C13	5.03'	74.00'	3°53'34"	S77°33'29"W	5.03'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C14	140.54'	79.00'	101°55'44"	N49°31'52"W	122.73'
C15	11.24'	51.00'	12°37'37"	N04°52'48"W	11.22'
C16	14.17'	10.00'	81°10'25"	N51°46'49"W	13.01'
C17	8.64'	22.90'	21°37'23"	N81°33'20"W	8.59'
C18	108.09'	115.68'	52°32'58"	N29°20'59"W	102.41'
C19	42.82'	40.85'	60°03'43"	N59°58'09"E	40.89'
C20	9.92'	12.00'	47°23'17"	N66°45'10"E	9.64'
C21	20.25'	79.00'	14°41'09"	N50°24'06"E	20.19'
C22	6.41'	5.00'	73°27'18"	N21°01'01"E	5.98'
C23	44.12'	172.98'	14°36'54"	N23°01'04"W	44.00'
C24	42.43'	106.54'	22°49'04"	N41°44'03"W	42.15'
C25	5.77'	45.02'	7°20'47"	N56°48'59"W	5.77'

LINE TABLE

LINE	LENGTH	BEARING
L1	20.00'	S01°17'59"W
L2	83.53'	S37°03'14"W
L3	116.66'	S01°15'19"W
L4	63.85'	S16°51'48"E
L5	128.80'	S19°54'34"E
L6	61.37'	S10°37'57"E
L7	135.00'	S88°29'09"E
L8	41.85'	S1°30'51"W
L9	49.30'	N6°33'51"W

LINE TABLE

LINE	LENGTH	BEARING
L10	4.53'	S83°26'09"W
L11	33.32'	S75°36'42"W
L12	48.60'	N1°26'00"E
L13	6.54'	N88°13'33"W
L14	4.12'	N29°56'17"E
L15	26.21'	S89°33'12"E
L16	78.19'	N13°07'29"E
L17	393.64'	S89°44'41"E
L18	11.96'	S89°42'01"E



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Anne Hochsprung, Finance Director

DATE: 2/14/2019

SUBJECT: **Financial Statements**

ISSUE: Budget to Actual Statements as of December 31, 2018

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

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

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT								
SUMTER LANDING AMENITIES DIVISION (SLAD)								
BUDGET TO ACTUAL STATEMENT AS OF: December 31, 2018 (Unaudited)								
Three (3) Months of Operations - 25.00% 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)		
341302	Recreation Fees from Developer		249,058	20,755	62,263	(186,795)	25.00%	
341304	Golf Mgmt Fees from Developer		586,140	48,845	146,535	(439,605)	25.00%	
341318	Amenity Fees		67,640,264	5,684,289	17,023,326	(50,616,938)	25.17%	
341300	General Government		68,475,462	5,753,889	17,232,124	(51,243,338)	25.17%	
341905	Property Damage Reimbursements		15,000	-	-	(15,000)	0.00%	A
341908	Electric Reimbursement		1,500	1,574	1,574	74	104.93%	B
341910	Sales Tax Collection Allowance		350	45	124	(226)	35.43%	
341911	Lien Fees		500	60	160	(340)	32.00%	
341918	Access Cards / Keys Fees		325,000	28,761	91,233	(233,767)	28.07%	
341919	Gate Repair Fee		25,000	2,750	10,500	(14,500)	42.00%	
341921	Amenity Late Penalty Fee		75,000	5,881	16,771	(58,229)	22.36%	
341999	Miscellaneous Revenue		40,000	724	1,317	(38,683)	3.29%	C
341900	Other General Govt. Charges & Fees		482,350	39,795	121,679	(360,671)	25.23%	
342901	Home / Business Watch Services		15,000	1,604	4,385	(10,615)	29.23%	D
342902	Security (Futures)		321,019	19,071	53,021	(267,998)	16.52%	
342903	Fire Safety (Futures)		121,274	7,719	21,461	(99,813)	17.70%	
342904	Model Home Check		5,000	-	-	(5,000)	0.00%	E
342906	Recreation Special Events		200,000	43,136	69,950	(130,050)	34.98%	F
342900	Other Public Safety Charges & Fees		662,293	71,530	148,817	(513,476)	22.47%	
347203	Daily Trail Fees		529,000	39,564	137,257	(391,743)	25.95%	
347204	Golf Cart Rentals		19,500	1,447	4,502	(14,998)	23.09%	
347205	Green Fees		310,000	45,849	96,195	(213,805)	31.03%	
347208	Annual Trail Fees		1,445,000	120,243	350,082	(1,094,918)	24.23%	
347210	Dances - Box Office		20,000	1,253	14,891	(5,109)	74.46%	G
347215	Lifestyle Events- General		26,000	2,371	4,687	(21,313)	18.03%	
347216	Lifestyle Events- Global		115,000	1,571	23,828	(91,172)	20.72%	H
347226	Boat Tours		40,500	3,956	11,145	(29,355)	27.52%	
347299	Recreation - Miscellaneous		2,000	1,244	1,659	(341)	82.95%	I
347200	Parks & Recreation Fees		2,507,000	217,498	644,246	(1,862,754)	25.70%	
361100	Interest Income - Cash Equiv & USB		324,500	80,181	210,744	(113,756)	64.94%	J
362002	ATM Lease (Tax)		15,390	-	-	(15,390)	0.00%	K
362006	Vending Machines		6,500	624	1,538	(4,962)	23.66%	
362007	Lease Revenue		168,476	6,369	19,106	(149,370)	11.34%	
362010	Room Rentals- (Taxable)		146,000	17,478	58,394	(87,606)	40.00%	
362016	Room Rentals- (Non-Taxable)		3,000	240	570	(2,430)	19.00%	
362000	Rents and Royalties		339,366	24,711	79,608	(259,758)	23.46%	
364001	Disposal of Fixed Assets		-	1,488	3,238	3,238	0.00%	L
365001	Sales of Surplus Materials		-	1,392	2,239	2,239	0.00%	L
366001	Contributions from the Developer		75,000	-	-	(75,000)	0.00%	M
	Total Revenues:		\$ 72,865,971	\$ 6,190,484	\$ 18,442,695	\$ (54,423,276)	25.31%	
361306	Unrealized Gain (Loss)- FLGIT		-	10,740	13,809	13,809	0.00%	N
361307	Unrealized Gain (Loss)- LTIP		-	25,765	(112,559)	(112,559)	0.00%	N
361309	Unrealized Gain (Loss)-FLFIT		-	870	(2,630)	(2,630)	0.00%	J
361409	Realized Gain (Loss)- FLFIT		-	8,034	23,097	23,097	0.00%	J
	Total Resources Available:		\$ 72,865,971	\$ 6,235,893	\$ 18,364,412	\$ (54,501,559)	25.20%	
	EXPENSES:					Under/(Over)		
500310	Professional Services		13,957,423	1,167,374	3,468,271	10,489,152	24.85%	
500320	Accounting & Auditing Services		74,800	36,450	49,550	25,250	66.24%	O
500340	Other Contractual Services		6,729,696	521,751	1,475,224	5,254,472	21.92%	
500410	Communications & Freight Services		105,389	6,075	11,789	93,600	11.19%	
500430	Utility Services		2,829,076	223,382	589,853	2,239,223	20.85%	
500440	Rentals & Leases		58,732	4,335	9,090	49,642	15.48%	
500450	Insurance- Casualty & Liability		693,547	54,162	162,480	531,067	23.43%	
500460	Repair & Maintenance		15,617,612	885,936	2,727,347	12,890,265	17.46%	
500470	Printing & Binding		569,150	-	48,799	520,351	8.57%	
500480	Promotional Activities		90,000	4,179	6,038	83,962	6.71%	
500490	Other Current Charges		177,475	831	82,220	95,255	46.33%	P
500510	Office Supplies		43,000	1,912	4,926	38,074	11.46%	
500520	Operating Supplies		2,227,454	150,284	293,820	1,933,634	13.19%	
500540	Books, Publ, Subscriptions & Training		1,000	-	-	1,000	0.00%	
	Subtotal Operating Expenses		\$ 43,174,354	\$ 3,056,671	\$ 8,929,407	\$ 34,244,947	20.68%	
500622	Capital Outlay - Buildings		600,000	-	-	600,000	0.00%	Q
500633	Capital Outlay - Infrastructure		190,170	-	-	190,170	0.00%	R
517710	Debt Service Principal- SLAD Senior Lien Bonds		7,500,000	-	7,500,000	-	100.00%	S
517721	Debt Service Interest- SLAD Senior Lien Bonds		15,866,058	1,322,171	3,966,519	11,899,539	25.00%	
	Subtotal Non-operating Expenses		\$ 24,156,228	\$ 1,322,171	\$ 11,466,519	\$ 12,689,709	47.47%	
513911	Transfer to General R&R Reserve		2,250,000	187,500	562,500	1,687,500	25.00%	
	Transfers		\$ 2,250,000	\$ 187,500	\$ 562,500	\$ 1,687,500	25.00%	
	Total Expenses		\$ 69,580,582	\$ 4,566,342	\$ 20,958,426	\$ 48,622,156	30.12%	
	Change in Unreserved Net Position		\$ 3,285,389	\$ 1,669,551	\$ (2,594,014)	\$ (5,879,403)		
	Change in Unreserved Net Position indicates a budgeted Addition to Working Capital of \$3,285,389.							

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT						
SUMTER LANDING AMENITIES DIVISION (SLAD)						
BUDGET TO ACTUAL STATEMENT AS OF: December 31, 2018 (Unaudited)						
Three (3) Months of Operations - 25.00% of Year						
	Fund Balance Analysis:	Balance Forward 09/30/18 **	Current Month Actual	Year to Date Actual	Current Balance	
276000	Net Assets, Unrestricted & Unreserved	\$ 5,717,414	\$ 1,669,551	\$ (2,594,014)	\$ 3,123,400	
275002	Restricted Debt Service	1,408,410	-	-	1,408,410	
276004	Net Assets, Unrestricted R & R General	15,683,088	187,500	562,500	16,245,588	
276011	Net Assets, Unrestricted Insurance Reserve	75,000	-	-	75,000	
	Total Fund Balance	\$ 22,883,912	\$ 1,857,051	\$ (2,031,514)	\$ 20,852,398	
	** Beginning fund balance is preliminary until completion of 2017-18 audit.					
	Footnotes:					
A:	No property damage revenue recorded year-to-date.					
B:	SECO Electric Reimbursement					
C:	Miscellaneous Revenue includes Sales Tax Allowance, Copy revenue and Return Check Fees and Reimbursements for FY17-18 Expenses.					
D:	Revenue Allocation for Home & Business Watch for the 2018-2019 fiscal year is 36% RAD and 64% SLAD.					
E:	SLAD will receive Model Watch/T-S Revenue for Fenney later in the year.					
F:	Revenue Allocation for the 2018-2019 fiscal year is 36% RAD and 64% SLAD . This month's Special Events for the District include events held at Brownwood Market Square, Lake Sumter Landing Market Square and at Spanish Springs Market Square.					
G:	Dance-Box Office revenue is higher than expected Budget due to New Year's Eve Dances held at various recreation centers.					
H:	Revenue Allocation for the 2018-2019 fiscal year is 36% RAD and 64% SLAD. Global Events include The 5K Race, Outdoor Exp, Senior Games, Camp Villages and Softball Tournament revenue.					
I:	Recreation - Miscellaneous Revenue is running higher than expected budget.					
J:	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					
		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%
K:	Annual ATM Lease will be billed in January.					
L:	Auction proceeds from the sale of vehicles and various miscellaneous items owned by the Sumter Landing District.					
M:	SLAD will seek reimbursement from the Developer for insurance, once an invoice is received and paid by the District.					
N:	FLGIT and LTIP Unrealized gain/ loss and rate of return will not be available until next month.					
		Month	FLGIT	LTIP		
		Oct-18	0.96%	-63.06%		
		Nov-18	3.37%	12.39%		
		Dec-18	--	--		
O:	Annual Trustee fees for the 2015 and 2016 Bond Series and FY 17-18 Audit fees					
P:	The majority of Other Current Charges pertains to the 2018 Real Estate Tax payments for Sumter Landing Recreation.					
Q:	Budget cost for Replace Roofs at Laurel Manor and Lake Miona Recreation Centers will occur later in the year.					
R:	Budget costs for Replace Bridge at Mangrove Golf Course and Mill and Overlay at Virginia Trace will occur later in the year.					
S:	The annual 2015 and 2016 SLAD Recreation Bond Principal payments were made in October.					

<p align="center">SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT</p> <p align="center">FITNESS FUND BUDGET</p> <p align="center">BUDGET TO ACTUAL STATEMENT AS OF: December 31, 2018 (Unaudited)</p> <p align="center">Three (3) Months of Operations - 25.00% of Year</p>	
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Account Number	Description of Account	Annual Budget	Actual Information			Percent of Annual Budget	Footnotes
			Current Month Actual	Year-to-Date Actual	Year-to-Date Variance		
	REVENUES:				Over/(Under)		
347217	Merchandise - Fitness	-	-	42	42	0.00%	A
347223	Laurel Manor Fitness Memberships	220,000	18,361	55,178	(164,822)	25.08%	
347224	Colony Cottage Fitness Memberships	220,000	16,954	45,651	(174,349)	20.75%	
347227	SeaBreeze Fitness Memberships	250,000	17,976	55,470	(194,530)	22.19%	
347238	Rohan Fitness Memberships	130,000	11,807	35,541	(94,459)	27.34%	
347239	Fenney Fitness Memberships	8,000	1,438	4,526	(3,474)	56.58%	
	Parks & Recreation Fees	\$ 828,000	\$ 66,536	\$ 196,408	\$ (631,592)	23.72%	
361102	Interest Income-Cash Equiv	16,300	3,820	10,764	(5,536)	66.04%	B
	Total Revenues:	\$ 844,300	\$ 70,356	\$ 207,172	\$ (637,128)	24.54%	
361306	Unrealized Gain or Loss- FLGIT	-	2,226	2,861	2,861	0.00%	C
361307	Unrealized Gain or Loss- LTP	-	5,355	(23,394)	(23,394)	0.00%	C
361309	Unrealized Gain or Loss-FLFIT	-	191	(576)	(576)	0.00%	B
361409	Realized Gain(Loss) FLFIT	-	1,761	5,062	5,062	0.00%	B
	Total Resources:	\$ 844,300	\$ 79,889	\$ 191,125	\$ (653,175)	22.64%	
	EXPENSES:				Under/(Over)		
575311	Management Fees	\$ 374,432	31,200	\$ 93,632	\$ 280,800	25.01%	
575318	Technology Services	18,564	1,548	4,632	13,932	24.95%	
575319	Other Professional Services	3,580	215	463	3,117	12.93%	
575341	Janitorial Services	77,883	4,950	14,851	63,032	19.07%	
575343	Systems Management Services	14,364	1,197	1,302	13,062	9.06%	
575411	Telephone	9,873	139	275	9,598	2.79%	
575413	Cable	7,886	561	1,104	6,782	14.00%	
575431	Electricity	28,729	1,777	6,136	22,593	21.36%	
575432	Natural Gas	2,433	78	129	2,304	5.30%	
575433	Water & Sewer	3,426	443	554	2,872	16.17%	
575434	Irrigation Water	1,525	150	180	1,345	11.80%	
575436	Solid Waste	1,226	162	206	1,020	16.80%	
575461	Equipment Maintenance	92,680	4,118	13,253	79,427	14.30%	
575462	Building/Structure Maintenance	63,685	1,337	1,944	61,741	3.05%	
575463	Landscape Maintenance - Recurring	22,221	1,014	4,181	18,040	18.82%	
575464	Landscape Maint. - Non-Recurring	6,298	-	-	6,298	0.00%	
575468	Irrigation Repair	568	-	1	567	0.18%	
575469	Other Maintenance	4,770	-	68	4,702	1.43%	
575471	Printing & Binding	8,100	-	-	8,100	0.00%	
575491	Bank Charges	30,675	2,316	4,726	25,949	15.41%	
575494	Overage & Shortage	-	138	114	(114)	0.00%	D
575499	Misc Current Charges	900	-	-	900	0.00%	
575511	Office Supplies	4,500	19	238	4,262	5.29%	
575522	Operating Supplies	46,200	2,520	2,520	43,680	5.45%	
575523	Recreation Supplies	2,250	-	-	2,250	0.00%	
575524	Non-Capital FF&E	344,258	-	-	344,258	0.00%	
575525	Non-Capital Hardware / Software	4,800	-	-	4,800	0.00%	
	Subtotal Operating Expenses	\$ 1,175,826	\$ 53,882	\$ 150,509	\$ 1,025,317	12.80%	
575911	Transfer to General R&R Reserve	100,000	8,332	25,012	74,988	25.01%	

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT	
SUMTER LANDING PROJECT WIDE BUDGET	
BUDGET TO ACTUAL STATEMENT AS OF: December 31, 2018 (Unaudited)	
Three (3) Months of Operations - 25.00% of Year	

Account Number	Description of Account	Annual Budget	Actual Information		Year-to-Date Variance	Percent of Annual Budget	Footnotes
			Current Month Actual	Year-to-Date Actual			
	REVENUES:				Over/(Under)		
337401	Sumter Co Road Agreement	\$ 355,569	\$ 88,891	\$ 88,891	\$ (266,678)	25.00%	A
338026	Project Wide Fee from District #5	1,693,538	141,128	423,386	(1,270,152)	25.00%	
338027	Project Wide Fee from District #6	1,879,698	156,641	469,929	(1,409,769)	25.00%	
338028	Project Wide Fee from District #7	1,197,929	99,827	299,486	(898,443)	25.00%	
338029	Project Wide Fee from District #8	1,344,195	112,016	336,051	(1,008,144)	25.00%	
338030	Project Wide Fee from District #9	1,526,723	127,226	381,689	(1,145,034)	25.00%	
338031	Project Wide Fee from District #10	1,942,554	161,879	485,643	(1,456,911)	25.00%	
338032	Project Wide Fee from Lake Sumter Landing	96,706	8,058	24,184	(72,522)	25.01%	
338054	Project Wide Fee from District #11	651,547	54,295	162,892	(488,655)	25.00%	
338094	Project Wide Fees from Brownwood	209,125	17,427	52,282	(156,843)	25.00%	
338101	Project Wide Fee from District #12	1,546,066	128,838	386,524	(1,159,542)	25.00%	
338000	Shared Revenue From Other Local Govts.	12,088,081	1,007,335	3,022,066	(9,066,015)	25.00%	
341905	Property Damage Reimbursement	-	100	100	100	0.00%	
341999	Miscellaneous Revenue	42,263	15,875	49,235	6,972	116.50%	B
341900	Other General Governmental Charges & Fees	42,263	15,974	49,334	7,071	116.73%	
361100	Interest Income - Cash Equiv	48,000	6,065	15,763	(32,237)	32.84%	C
	Total Revenues:	\$ 12,533,913	\$ 1,118,265	\$ 3,176,054	\$ (9,357,859)	25.34%	
361306	Unrealized Gain (Loss)- FLGIT	-	5,015	6,448	6,448	0.00%	D
361307	Unrealized Gain or Loss- LTP	-	11,601	(50,682)	(50,682)	0.00%	D
361309	Unrealized Gain or Loss- FLFIT	-	440	(1,329)	(1,329)	0.00%	C
361409	Realized Gain (Loss)- FLFIT	-	4,062	11,678	11,678	0.00%	C
	Total Sources:	\$ 12,533,913	\$ 1,139,383	\$ 3,142,169	\$ (9,391,744)	25.07%	
	EXPENSES (Cash Basis):				Under/(Over)		
539311	Management Fees	\$ 485,849	\$ 40,487	\$ 121,466	\$ 364,383	25.00%	
539312	Engineering Services	40,000	1,900	9,720	30,280	24.30%	
514313	Legal Services	-	-	1,368	(1,368)	0.00%	E
539318	Technology Services	10,315	860	2,575	7,740	24.96%	
539319	Other Professional Services	441,117	22,152	39,276	401,841	8.90%	
500310	Professional Services	977,281	65,400	174,405	802,876	17.85%	
539343	Systems Management Support	37,940	7,135	11,429	26,511	30.12%	
539349	Misc. Contractual Services	-	1,359	2,342	(2,342)	0.00%	F
500343	Other Contractual Services	37,940	8,494	13,771	24,169	36.30%	
539412	Postage	-	-	35	35	0.00%	G
539410	Communications & Freight Services	-	-	35	35	0.00%	
539431	Electricity	687,930	50,297	154,667	533,263	22.48%	
539434	Irrigation Water	737,264	38,388	117,004	620,260	15.87%	
539435	Irrigation Phones	-	79	158	(158)	0.00%	H
500430	Utility Services	1,425,194	88,764	271,829	1,153,365	19.07%	
539442	Equipment Rental	1,000	-	-	1,000	0.00%	
500440	Rental & Leases	1,000	-	-	1,000	0.00%	
539461	Equipment Maintenance	1,600	-	-	1,600	0.00%	
539462	Building/Structure Maintenance	509,171	15,553	65,896	443,275	12.94%	
539463	Landscape Maintenance- Recurring	5,684,656	308,535	921,770	4,762,886	16.22%	
539464	Landscape Maintenance- Non-Recurring	200,000	36,479	71,631	128,369	35.82%	I
539468	Irrigation Repair	228,452	5,900	13,855	214,597	6.06%	
539469	Other Maintenance	3,680,319	195,604	619,028	3,061,291	16.82%	
500460	Repair & Maintenance	10,304,198	562,072	1,692,179	8,612,019	16.42%	
539471	Printing & Binding	500	-	-	500	0.00%	
500471	Printing & Binding	500	-	-	500	0.00%	
539522	Operating Supplies	4,000	26	118	3,882	2.95%	
539524	Non-Capital FF&E	1,800	-	-	1,800	0.00%	
500520	Operating Supplies	5,800	26	118	5,682	2.03%	
	Subtotal Operating Expenses	\$ 12,751,913	\$ 724,756	\$ 2,152,337	\$ 10,599,576	16.88%	
539633	Capital Outlay Expenses- Infrastructure	280,642	4,220	82,857	197,785	29.52%	J
	Subtotal Non-operating Expenses	\$ 280,642	\$ 4,220	\$ 82,857	\$ 197,785	29.52%	
	Total Expenses	\$ 13,032,555	\$ 728,976	\$ 2,235,194	\$ 10,797,361	17.15%	
369901	Change in Unreserved Net Position	\$ (498,642)	\$ 410,407	\$ 906,975	\$ 1,405,617		
	Change in Unreserved Net Position indicates a budgeted Use of Working Capital of (\$498,642).						

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT							
SUMTER LANDING PROJECT WIDE BUDGET							
BUDGET TO ACTUAL STATEMENT AS OF: December 31, 2018 (Unaudited)							
Three (3) Months of Operations - 25.00% of Year							
	Fund Balance Analysis:	Balance Forward 09/30/18 **	Current Month Actual	Year to Date Actual	Current Balance		
284000	Unassigned	\$ 4,796,620	\$ 404,407	\$ 900,975	\$ 5,697,595		
282004	Committed R&R General	2,112,220	-	-	2,112,220		
282012	Committed Enc	60,396	6,000	6,000	66,396		
	Total Fund Balance	\$ 6,969,236	\$ 410,407	\$ 906,975	\$ 7,876,211		
	** Beginning fund balance is preliminary until completion of 2017-18 audit.						
	Footnotes:						
A:	Project Wide Fund will receive a portion of the Right of Way revenue this fiscal year. Invoices are issued at the end of each quarter.						
B:	YTD Miscellaneous Revenue includes receipts for annual CPM Maintenance agreements and Lake Miona Conservation Easement maintenance plan.						
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	
		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%	
D:	FLGIT and LTIP Unrealized gain/ loss and Rate of Return will not be available until next month.						
		Month	FLGIT	LTIP			
		Oct-18	0.96%	-63.06%			
		Nov-18	3.37%	12.39%			
		Dec-18	--	--			
E:	Unbudgeted legal services. Review of Board Meeting items by Stone and Gerken.						
F:	Expenditures are for administrative services provided by Disaster Law and Consulting, LLC to assist with FEMA matters related to Hurricane Irma.						
G:	Unbudgeted postage to ship plant samples.						
H:	Irrigation Phone expenditure is higher than budget due to the delay in conversion to the Maxicom system which does not require phones.						
I:	Majority of expenses are for plant replacement.						
J:	YTD expenditures are for Fence replacement (\$72,103), Pipe Rehabilitation (\$4,220), Drainage Improvements (\$6,517), and Maxicom systems conversion (\$17).						

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT								
LAKE SUMTER LANDING (LSL) BUDGET								
BUDGET TO ACTUAL STATEMENT AS OF: December 31, 2018 (Unaudited)								
Three (3) Months of Operations - 25.00% of Year								
Account Number	Description of Account		Annual Budget	Actual Information		Year-to-Date Variance	Percent of Annual Budget	Footnotes
				Current Month Actual	Year-to-Date Actual			
	REVENUES:					Over/(Under)		
325214	CAM & Road Maintenance Assessments		\$ 1,550,185	\$ 129,183	\$ 387,538	\$ (1,162,647)	25.00%	
341999	Miscellaneous Revenue		12,000	1,000	3,000	(9,000)	25.00%	A
361100	Interest Income - Cash Equiv		4,300	713	1,958	(2,342)	45.53%	B
362012	Rents & Leases/T-S		14,125	100	3,525	(10,600)	24.96%	C
362023	Rents & Leases/NT-S		4,721	394	1,180	(3,541)	24.99%	D
	Total Revenues:		\$ 1,585,331	\$ 131,390	\$ 397,201	\$ (1,188,130)	25.05%	
361306	Unrealized Gain (Loss)- FGLIT		-	1,572	2,022	2,022	0.00%	E
361307	Unrealized Gain or Loss- LTIP		-	4,288	(18,733)	(18,733)	0.00%	E
361309	Unrealized Gain or Loss- FLFIT		-	198	(598)	(598)	0.00%	B
361409	Realized Gain (Loss)- FLFIT		-	1,826	5,250	5,250	0.00%	B
	Total Available Sources:		\$ 1,585,331	\$ 139,274	\$ 385,142	\$ (1,200,189)	24.29%	
	EXPENSES :					Under/(Over)		
539311	Management Fee		\$ 147,376	\$ 12,281	\$ 36,847	\$ 110,529	25.00%	
539312	Engineering Services		7,500	-	-	7,500	0.00%	
539318	Technology Services		2,807	234	701	2,106	24.97%	
539319	Other Professional Services		15,718	1,388	2,140	13,578	13.61%	
	Professional Services		173,401	13,903	39,688	133,713	22.89%	
539341	Janitorial Services		137,940	-	11,728	126,212	8.50%	
539343	Systems Management Support		108,750	11,524	12,198	96,552	11.22%	
	Other Contractual Services		246,690	11,524	23,926	222,764	9.70%	
539431	Electricity		197,024	14,769	44,238	152,786	22.45%	
539433	Water & Sewer		13,034	902	3,151	9,883	24.18%	
539434	Irrigation Water		15,758	208	1,960	13,798	12.44%	
539435	Irrigation Phones		1,000	72	144	856	14.40%	
539437	Chilled Water		8,188	432	1,296	6,892	15.83%	
	Utilities Services		235,004	16,383	50,789	184,215	21.61%	
539444	Storage Unit Rental		1,200	95	95	1,105	7.92%	
	Rental & Leases		1,200	95	95	1,105	7.92%	
539461	Equipment Maintenance		1,350	-	-	1,350	0.00%	
539462	Building/Structure Maintenance		342,550	28,629	48,312	294,238	14.10%	
539463	Landscape Maintenance- Recurring		265,467	-	36,434	229,033	13.72%	
539464	Landscape Maintenance- Non-Recurring		112,000	-	11,985	100,015	10.70%	
539468	Irrigation Repair		4,000	-	300	3,700	7.50%	
539469	Other Maintenance		261,675	21,814	57,303	204,372	21.90%	
	Repairs & Maintenance Services		987,042	50,443	154,334	832,708	15.64%	
539498	Project Wide Fees		96,706	8,058	24,184	72,522	25.01%	
539499	Miscellaneous Current Charges		15,000	5,000	5,000	10,000	33.33%	
	Other Current Charges		111,706	13,058	29,184	82,522	26.13%	
539522	Operating Supplies		4,200	-	281	3,919	6.69%	
539524	Non-Capital FF&E		11,500	4,540	4,540	6,960	39.48%	F
500520	Operating Supplies		15,700	4,540	4,821	10,879	30.71%	
	Subtotal Operating Expenses		\$ 1,770,743	\$ 109,946	\$ 302,837	\$ 1,467,906	17.10%	
539633	Infrastructure		46,500	-	-	46,500	0.00%	G
539642	Capital FF& E		-	-	221	(221)	0.00%	H
	Subtotal Non-operating Expenses		\$ 46,500	\$ -	\$ 221	\$ 46,279	0.48%	
539912	Transfer to Villa Roads/Other Roads							

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT							
LAKE SUMTER LANDING (LSL) BUDGET							
BUDGET TO ACTUAL STATEMENT AS OF: December 31, 2018 (Unaudited)							
	Fund Balance Analysis:		Balance Forward 09/30/18 **	Current Month Actual	Year to Date Actual	Current Balance	
284000	Unassigned		602,784	25,306	70,009	672,793	
282004	Committed R&R General		853,307	-	-	853,307	
282005	Committed R&R Roads		590,781	4,022	12,075	602,856	
	Total Fund Balance		\$ 2,046,872	\$ 29,328	\$ 82,084	\$ 2,128,956	
** Beginning fund balance is preliminary until completion of 2017-18 audit.							
Footnotes:							
A:	YTD Miscellaneous Revenue includes receipts for Kiosk agreement.						
B:	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.						
			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%
C:	Rents and Leases/T-S revenue includes the Continuing Use Agreement with VLS for Lake Sumter Landing Market Square. Three bills are issued for normal use. The first invoice is issued in October for the period of October through December in the amount of \$2,300, the second for January through June in the amount of \$4,525 and the third for July to September in the amount of \$2,300. Additional Revenue is earned for the additional use of the Market Square outside the normal agreement schedule.						
D:	Rents and Leases/NT-S revenue includes leases for RJ Gators and Cody's.						
E:	FLGIT and LTIP Unrealized gain/ loss and Rate of Return will not be available until next month.						
			Month	FLGIT	LTIP		
			Oct-18	0.96%	-63.06%		
			Nov-18	3.37%	12.39%		
			Dec-18	--	--		
F:	Purchase of Vintage Whiskey Barrels for Trash Cans and Planters.						
G:	Budget cost for Kayak and Boat Launch will occur later in the year.						
H:	YTD expenditures are for the Security Camera Project.						



**CASH AND INVESTMENT SUMMARY
AS OF DECEMBER 31, 2018**

Fund Code	Account Name	Bank	Balance as of 10/1/18	Current Balance	Reconciled Yes/No
SUMTER LANDING AMENITIES DISTRICT (SLAD)					
431	Operating Cash	CFB	2,898,152.34	330,145.14	Yes
431	Golf	CFB	37,349.71	93,164.97	Yes
431	Cash - SBA LGIP - Opns	SBA		-	Yes
431	Cash Equiv - FLCLASS	FLCLASS	24,607,632.59	29,786,120.20	Yes
431	Cash Equiv - FEITF	FEITF	4,945,464.80	4,974,803.66	Yes
431	Cash-FL-FIT	FLFIT	3,540,713.63	3,561,181.48	Yes
431	Cash-FMIVT 1-3 Yr	FMIVT		-	Yes
431	Cash - FLGIT	FLGIT	3,814,328.99	3,828,137.91	Yes
431	Cash - LTIP USB	USB	2,626,187.68	2,513,628.71	Yes
	Sub-total Checking		42,469,829.74	45,087,182.07	
431	Interest 2015	USB-SBA	1,162,716.48	597,013.48	Yes
431	Principal 2015	USB-SBA	1,722,411.82	463,239.75	Yes
431	TB Redemption 2015	USB-SBA		-	Yes
431	Reserve 2015	USB-SBA		-	Yes
431	Renew & Repl 2015	USB-SBA	261,331.64	263,022.62	Yes
431	Acquisition 2015	USB-SBA		-	Yes
431	Redemption 2015	USB-SBA		-	Yes
431	Sr Interest 2016	USB-SBA	6,241,909.10	3,151,174.88	Yes
431	Sr Principal 2016	USB-SBA	5,389,871.44	1,447,961.75	Yes
431	Sr Reserve 2016	USB-SBA		-	Yes
431	Renew & Repl 2016	USB-SBA	987,945.33	1,022,024.21	Yes
431	Sub Interest 2016	USB-SBA	730,823.32	365,946.01	Yes
431	Sub Principal 2016	USB-SBA	499,028.74	134,056.70	Yes
431	Sub Reserve 2016	USB-SBA		-	Yes
431	Project 2016	USB-SBA	60.54	60.93	Yes
431	COI 2016	USB-SBA		-	Yes
431	NP Guaranty 2016	USB-SBA		2.20	Yes
	Sub-total Debt Service		16,996,098.41	7,444,502.53	Yes
	TOTAL - SLAD		59,465,928.15	52,531,684.60	



**CASH AND INVESTMENT SUMMARY
AS OF DECEMBER 31, 2018**

SUMTER LANDING FITNESS (SL-FIT)					
434	Cash Operating	CFB	192,520.13	196,723.03	Yes
434	Cash - SBA- Fitness	SBA		-	Yes
434	Cash Equiv - FLCLASS	FLCLASS	1,064,796.95	1,107,402.06	Yes
434	Cash Equiv - FEITF	FEITF	568,762.89	572,137.06	Yes
434	Cash-FL-FIT	FLFIT	775,979.71	780,465.44	Yes
434	Cash- FMIVT 1-3 Yr	FMIVT		-	Yes
434	Cash FLGIT	FLGIT	790,441.38	793,302.99	Yes
434	Cash LTIP USB	USB	545,823.96	522,429.83	Yes
	Sub-total Operating		3,938,325.02	3,972,460.41	
	TOTAL - FITNESS		3,938,325.02	3,972,460.41	

LAKE SUMTER LANDING (LSL)					
131	Cash Operating	CFB	84,142.82	84,174.13	Yes
131	Cash - SBA LGIP - Opns	SBA		-	Yes
131	Cash Equiv - FLCLASS	FLCLASS	254,086.27	275,134.74	Yes
131	Cash-FL-FIT	FLFIT	804,780.89	809,433.10	Yes
131	Cash - FMIVT 1-3 Yr	FMIVT		-	Yes
131	Cash-FLGIT	FLGIT	558,376.98	560,398.46	Yes
131	Cash LTIP USB	USB	437,082.51	418,349.06	Yes
	Sub-total Operating		2,138,469.47	2,147,489.49	
	TOTAL - LSL		2,138,469.47	2,147,489.49	

SUMTER LANDING PROJECT-WIDE (PW)					
132	Cash Operating	CFB	112,163.48	111,553.74	Yes
132	Cash - SBA LGIP - Opns	SBA		-	Yes
132	Cash Equiv - FLCLASS	FLCLASS	728,290.28	2,130,748.74	Yes
132	Cash Equiv - FEITF	FEITF	1,054,409.51	1,060,664.77	Yes
132	Cash-FL-FIT	FLFIT	1,790,102.22	1,800,450.29	Yes
132	Cash - FMIVT 1-3 Yr	FMIVT		-	Yes
132	Cash FLGIT	FLGIT	1,781,022.08	1,787,469.87	Yes
132	Cash LTIP USB	USB	1,182,489.69	1,131,807.93	Yes
	Sub-total Operating		6,648,477.26	8,022,695.34	
	TOTAL - PW		6,648,477.26	8,022,695.34	

Grand Totals

72,191,199.90	66,674,329.84
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AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM:

DATE: 2/14/2019

SUBJECT: **PWAC After Agenda**

ISSUE: PWAC After Agenda

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ PWAC After Agenda	Cover Memo



District 5 - Chuck Wildzunus, Primary; Jerry Knoll, Alternate
District 6 - Peter Moeller (C), Primary; Tom Griffith, Alternate
District 7 - Jerry Vicenti, Primary; Dennis Broedlin, Alternate
District 8 - Dennis Hayes (VC), Primary; Phil Walker, Alternate
District 9 - Steve Brown, Primary; Dave Green, Alternate
District 10 - Don Wiley, Primary; J.R. Rebecky, Alternate
District 11 - Patty Hoxie, Primary; Allen Vanover, Alternate

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

AFTER AGENDA

February 11, 2019
8:30 AM

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

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

1. Call to Order
 - A. Roll Call – A Representative from District 5-10 was present.
 - B. Pledge of Allegiance
 - C. Observation of Moment of Silence
 - D. Welcome Meeting Attendees
 - E. Audience Comments – No audience comments received.

Project Wide Fund

NEW BUSINESS:

2. Approval of the Minutes – **Approved as presented.**
Approval of the Minutes for the Meeting held on January 14, 2019.

3. Approval of FY 19-20 Budget Calendar – **Approved as presented.**
Request approval of dates for Budget Workshops, as listed on the attached tentative Fiscal Year 2019-20 Budget Calendar, to review the budgets for the Project-Wide and the Sumter Landing Amenities Division (SLAD) Funds.
4. Award of BID #19B-002 Multi Modal Path Tunnel Guide Sign Project -
Recommended award to the SLCDD Board.
Review and approval to present a recommendation to award of Invitation to Bid (ITB) #19B-002 Multi-Modal Path Tunnel Guide Sign Projects: Districts 1, 2, 3, 4, VCCDD & SLCDD and as needed in Various Districts to the Sumter Landing Community Development District Board.

OLD BUSINESS:

5. Old Business Status Update - PWF
 - Open area along Morse Boulevard – **DPM Staff has determined that there has been no degradation of the turf. Ongoing issues with residents throwing trash into the preserve will continue to be monitored. The Committee provided consensus to remove this item from Old Business.**
 - Multi-modal path south of Evans Prairie – **The paving work is 50% complete.**

Old Business Status Update - Project Wide Fund

6. Discussion Item: Landscape Policy – **Staff reviewed the recommended language of the Landscape Policy with the Committee. The Committee adopted the recommended Landscape Policy.**

INFORMATIONAL ITEMS ONLY:

7. Financial Statements - PWF
Budget to Actual Statements as of December 31, 2018 - Project Wide Fund
8. Project Wide Fund: Capital Projects Work Plan
Fiscal Year 2018-19 Project Wide Fund: Capital Projects Work Plan - February

Sumter Landing Amenities Division Fund

OLD BUSINESS:

9. Old Business Status Update - SLAD
 - Update of postal facility maintenance – **Staff has revised the Scope of Work for the janitorial services at the postal facilities and they revised scope will begin being implemented this week. The change in scope will result in increased costs to the District. Additionally, the District will be issuing an RFP, inclusive of the revised Scope of Services, for janitorial services Villages-wide. Replacement of the LED lighting at postal facilities is ongoing.**
 - Installation of Aquatic Access Lifts – **Item will be reviewed during the March Budget discussion.**

- Construction of Woodshop Building – **Staff advised that information will be provided as available.**

Chairman Moeller advised that concerns have been raised about how scheduling of the new facility will occur. Staff advised that they have held preliminary discussions with the leadership of the club.

- Renovation of Fire Station 40 – **Update will be provided during March Meeting.**

Old Business Status Update - Sumter Landing Amenities Division

INFORMATIONAL ITEMS ONLY:

10. Financial Statements - SLAD

Budget to Actual Statements as of December 31, 2018 - Sumter Landing Amenities Division

11. SLAD Fund: Capital Projects Work Plan

Fiscal Year 2018-19 SLAD Fund: Capital Projects Work Plan – February

REPORTS AND INPUT:

12. District Manager Reports

A. Amenity Fee/Deferral Rate Follow-up Questions and Answers

13. Supervisor Comments

- **Supervisor Wiley thanked Staff for their efforts in assisting the new drone club.**
- **Vice Chairman Hayes requested clarification of how the driverless taxis would travel through the resident and visitor gates. District Management is working with the private entity on this item.**
- **Vice Chairman Hayes requested an update on the February 28, 2019 meeting. Staff will prepare a short overview and then provide an opportunity for Q&A**
- **Supervisor Vicenti requested a status update on the Morse Boulevard embankment project. A monthly review by the District's Structural Engineer and no additional degradation has occurred. Staff will be reviewing two alternatives so that a final review can be completed and an update can be provided to the Committee.**

14. Adjourn – **The meeting was adjourned at 9:21 a.m.**