



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:

Savannah Recreation Center
1545 Buena Vista Blvd.
The Villages, Florida 32162

AGENDA

August 9, 2021
1:30 PM

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 communicate respectfully. It is preferred that persons speak only when recognized by the Board Chair and, at that time, refrain from engaging in personal attacks or derogatory or offensive language. Persons who are deemed to be disruptive and negatively impact the efficient operation of the meeting shall be subject to removal after two verbal warnings.

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 July 12, 2021.
3. Award of Invitation to Bid (ITB) #21B-030 Water Fountain and Feature Maintenance
Review and approval of award for Invitation to Bid (ITB) #21B-030 Water Fountain and Feature Maintenance (*PWAC Consideration Item*).
4. Amendment Four and Renewal One to Kingfisher and Fairwinds Executive Golf Courses & Landscape Maintenance with BrightView Golf Maintenance, Inc.
Review and approval of Amendment Four and Renewal One to the Agreement with BrightView Golf

Maintenance, Inc. for Golf Course and Landscape Maintenance for Kingfisher and Fairwinds Executive Golf Courses. (*PWAC Consideration Item*)

5. Amendment Four to the Amended and Restated Janitorial Agreement for Services with The Villages Land Operating Company, LLC

Review and approval of Amendment Four to the Reassigned Amended and Restated Agreement for Services – Janitorial GMS Agreement with The Villages Land Operating Company, LLC (*PWAC consideration item*).

6. Amendment Four to the Amended and Restated Management Agreement with The Villages Land Operating Company, LLC

Review and approval of Amendment Four to the Reassigned Amended and Restated Management GMS Agreement with The Villages Land Operating Company, LLC (*PWAC consideration item*).

7. Lease Agreement with The Villages Operating Company

Review and Consideration of a Lease Agreement between Sumter Landing Community Development District and The Villages Operating Company.

8. First Amendment to the Lease Agreement between the Sumter Landing Community Development District and The Villages Operating Company

Review and approval of a First Amendment to the Lease Agreement between the Sumter Landing Community Development District and The Villages Operating Company for the Flying Biscuit location in Lake Sumter Landing.

9. First Amendment to the Lease Agreement between the Sumter Landing Community Development District and The Villages Operating Company.

Review and approval of a First Amendment to the Lease Agreement between the Sumter Landing Community Development District and The Villages Operating Company for the RJ Gators location in Lake Sumter Landing.

10. First Amendment to the Lease Agreement between the Sumter Landing Community Development District and Villages/Acorn Investments, LTD.

Review and approval of a First Amendment to the Lease Agreement between the Sumter Landing Community Development District and Villages/Acorn Investments, LTD. for the Chop House location in Lake Sumter Landing.

NEW BUSINESS:

11. Approval of Fiscal Year 2021/2022 Meeting Schedule

Approval of Fiscal Year 2021/2022 Meeting Schedule

12. Award of Invitation to Bid (ITB) #21B-037 Professional Porter Services for LSL/Market Square, Sunset Park and Live Oaks Park

Review and approval of award for Invitation to Bid (ITB) #21B-037 Professional Porter Services for LSL/Market Square, Sunset Park and Live Oaks Park. (*PWAC Consideration Item*)**

INFORMATIONAL ITEMS ONLY:

13. Financial Statements

Financial Statements as of June 30, 2021

REPORTS AND INPUT:

14. District Manager Reports
 - A. PWAC After Agenda
 - B. COVID-19 Update
 - C. VPSD Update
15. District Counsel Reports
16. Supervisor Comments
17. Adjourn

HOSPITALITY * STEWARDSHIP * INNOVATION & 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 Farlow, District Clerk

DATE: 8/9/2021

SUBJECT: **Approval of the Minutes**

ISSUE:

Approval of the Minutes for the Meeting held on July 12, 2021.

ANALYSIS/INFORMATION:

Staff requests approval of the Minutes for the Meeting held on July 12, 2021.

STAFF RECOMMENDATION:

Staff recommends approval of the Minutes for the Meeting held on July 12, 2021.

MOTION:

Motion to approve the Minutes for the Meeting held on July 12, 2021.

ATTACHMENTS:

Description	Type
▣ July 12, 2021 Minutes	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 Monday, July 12, 2021 at 1:30 p.m. at the Savannah Recreation Center, 1545 Buena Vista Blvd., The Villages, Florida, 32162.

Board members present and constituting a quorum:

Mike Berning	Chairman
Randy McDaniel	Supervisor
Gerry Lachnicht	Supervisor

Staff Present:

Kenny Blocker	Deputy District Manager
Kevin Stone	District Counsel
Barbara Kays	Budget Director
Anne Hochsprung	Finance Director
Mark LaRock	Purchasing Director
Bruce Brown	District Property Management Director
Mitch Leininger	Director of Executive Golf Maintenance
Jennifer Farlow	District Clerk

FIRST ORDER OF BUSINESS: Call to Order

A. Roll Call

Chairman Berning called the meeting to order at 1:31 p.m. and stated for the record that three (3) Supervisors were present representing a quorum. Joe Nisbett and Brad Brown were absent.

B. Pledge of Allegiance

Chairman Berning 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 is required unless desired by a Board Supervisor or a member of the public.

On MOTION by Gerry Lachnicht, 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 June 3, 2021.

THIRD ORDER OF BUSINESS: Award of RFP #21P-023 District 13 Landscape and Irrigation Maintenance to the #1 ranked supplier, Cepra Landscape, LLC for the SLCDD portion, Basin Areas, Paths and Roadways for a total annual Agreement amount of \$736,826.79 and authorized the Chairman/Vice Chairman to execute the Agreement.

FOURTH ORDER OF BUSINESS: Approval of Amendment Two and Renewal Two to the Agreement ITB #18B-016 with Daves Fencing & Painting Inc. and authorized the Chairman/Vice Chairman to execute the Amendment and Renewal.

FIFTH ORDER OF BUSINESS: Approval of Annual Renewal of Agreements 2021-2022 for Renewal Three of Three (Final) RFP #16P-015 with Brightview Landscape Services, Inc. Landscape and Irrigation Maintenance for Buena Vista BLVD (BVB) Phase 3 & 4 Project Wide; Renewal Three of Three (Final) RFP #16P-022 with Cepra Landscape, LLC for Landscape and Irrigation Maintenance for District 11 Basins and Project Wide Areas; Renewal One of One (Final) with Cepra Landscape, LLC for Landscape and Irrigation Maintenance for District 12 Villas, Cul-de-sacs, basins and Roadways; Renewal Eleven RFP #10P-015 with PFM Asset Management LLC for Investment Advisory Services; Renewal Two of Three RFP #18P-040 with Pool Control, Inc. for the Maintenance of Various Pools, Spas and Fountains; Renewal One to the Piggyback Agreement for Storm Drain Cleaning, Repairs and Maintenance #RFP-2018-167-EH with Shenandoah General Construction Company

per Broward College Contract; Renewal Three of Three (Final) to the Agreement RFP #16P-015 with SSS Down to Earth Opco II, LLC Landscape and Irrigation Maintenance for Buena Vista Blvd (BVB) Phase 1 & 2 and Associated Areas and authorized the Chairman/Vice Chairman to execute the renewal Agreements.

SIXTH ORDER OF BUSINESS: Approval of Amendment One and Renewal Two with ASG Solutions, LLC for Golf Course and Landscape Maintenance for Big Cypress Executive Golf Courses and authorized the Chairman/Vice Chairman to execute the Amendment and Renewal.

SEVENTH ORDER OF BUSINESS: Approval of Amendment Two with ASG Solutions, LLC for Golf Course and Landscape Maintenance for Colony and DeSoto Executive Golf Courses and authorized the Chairman/Vice Chairman to execute the Amendment.

EIGHTH ORDER OF BUSINESS: Approval of Amendment Two with ASG Solutions, LLC for Golf Course and Landscape Maintenance for Key Largo Executive Golf Courses and authorized the Chairman/Vice Chairman to execute the Amendment.

NINTH ORDER OF BUSINESS: Approval of Amendment Two and Renewal One with ASG Solutions, LLC for Golf Course and Landscape Maintenance for Sunset Pointe Executive Golf Courses and authorized the Chairman/Vice Chairman to execute the Amendment and the Agreement.

TENTH ORDER OF BUSINESS: Approval of Amendment One and Renewal Two with Down to Earth Opco II, LLC for Golf Course and Landscape Maintenance for Duval and Double Palm Executive Golf Courses to amend out pine straw services effective October 1, 2021 and renew the Agreement through September 30, 2022 and authorized the Chairman/Vice Chairman to execute the Amendment and the Agreement.

ELEVENTH ORDER OF BUSINESS: Approval of Amendment One with SSS Down to Earth Opco II, LLC for Golf Course and Landscape Maintenance for Belvedere Executive Golf Courses and authorized the Chairman/Vice Chairman to execute the Amendment.

TWELFTH ORDER OF BUSINESS: Financial Statements

Anne Hochsprung, Finance Director, provided an overview of the Sumter Landing Community Development District (SLCDD) Financial Statements as of May 31, 2021, which represent 67% of the fiscal year:

- Sumter Landing Amenities Division (SLAD) and Fitness Funds: Total revenues year-to-date are \$51,805,000, compared to the prior year-to-date of \$51,190,000 and are at 66% of the Amended Budget revenues. The total operating expenditures year-to-date are \$27,718,000, which is an

increase over prior year of \$27,325,000. The year-to-date Change in Net Position is \$1,207,000 which is less than the prior year to date change of \$4,185,000.

- Lake Sumter Landing (LSL) Fund: Revenues year-to-date are at \$10,843,000. The operating expenditures of \$9,004,000 are greater than prior year expenses of \$8,416,000. The year-to-date Change in Net Position is \$1,424,000 which is greater than the prior year-to-date change of \$1,320,000.

THIRTEENTH ORDER OF BUSINESS: District Manager Reports

A. PWAC After Agenda

Kenny Blocker, Deputy District Manager, advised that the Project Wide Advisory Committee (PWAC) completed a comprehensive discussion about the Lake Miona Walking Trail surface type, and provided direction to Staff to proceed with the construction utilizing the FlexiPave product.

Don Wiley, PWAC Chairman, advised that proceeding with the FlexiPave will increase the cost of the Lake Miona Walking Trail project to \$430,000 budget from original \$130,000 budget.

B. Community Watch Accreditation

Mr. Blocker provided an overview of the Florida Telecommunications Accreditation Commission (FTAC) accreditation process, and advised that Community Watch met all 101 of the required standards set forth by the FTAC. Chief Wolfe advised that Community Watch was granted accreditation status on June 23, 2021 and is the first non-law enforcement agency to receive FTAC accreditation in the State of Florida.

C. CDD Orientation & Resident Academy

Mr. Blocker advised that Resident Academy will resume on July 19, 2021 and CDD Orientations will be held the second and fourth Thursdays of each month at 10:00 a.m. Resident Academy will be held at the Savannah Regional Recreation Center from 8:30 a.m. – 1:00 p.m.

D. Bi-Monthly Executive Golf Course Update

Mitch Leininger, Director of Executive Golf Maintenance, presented the Bi-Monthly Executive Golf Course Update and highlighted the following items:

- Silver Lake: Construction process is nearing completion. The project is currently in the final stages of grassing. There is a grow-in period which takes approximately 10 – 12 weeks. The

greens were planted on May 27th with TifGrand Bermuda grass and the tees and rough were planted with TifTuf Bermuda grass. Crushed shell coquina was installed and cart path additions were completed to the restrooms.

- Sandhill and Sweetgum: Sod stripped and excavating old soil materials, cleaning out and making repairs to drainage and preparing for new soil mix and grassing. Sweetgum greens will be planted with TifGrand Bermuda grass and Sandhill greens will be planted with TifEagle Bermuda grass.
- Kingfisher Maintenance Building: Demolition is complete and all construction materials have been delivered. The structure has been repainted and installation of exterior walls will begin the upcoming week.
- Audubon Program: Starting site visits for courses south of Cr 466 as part of the Silver Certification compliance and starting ACSP process for courses north of Cr 466.
- Storm Season Preparations: Pre-storm checklists are underway, with 72 hour countdown steps in place, as well as a post-storm recovery plan.
- Contractor Accountability: Staff is following up on course aerifications and summer agronomic practices as well as reviewing course evaluations. Plans of an action for course improvements will be implemented.

E. Sumter County BOCC Fire & EMS Study Committee

Mr. Blocker advised the Sumter County BOCC recently established an Ad Hoc Committee to review Fire, EMS, and Medical Transport Services, inclusive of services provided in The Villages portion of Sumter County. The Committee has been tasked with reviewing a total of ten (10) proposals for the future of fire and EMS within Sumter County. Although the fire departments are not involved in the central issue of delayed ambulance response times, five (5) of the ten (10) proposals call for the removal of The Villages Fire Department. Mr. Blocker advised the Ad Hoc Meetings are held every other Wednesday at 7:00 p.m. at the Wildwood Community Center (6500 Powell Road). The upcoming Committee meetings are scheduled for July 21st, August 4th, August 18th, September 1st and September 15th. Mr. Blocker provided a Villages Public Safety Department window cling to the Board members.

F. Momentum Meeting

Mr. Blocker advised the Momentum Meetings will also be resuming and will occur August 3, 2021 at Rohan Recreation Center and August 6, 2021 at Lake Miona Recreation Center.

G. Government Day

Mr. Blocker advised the upcoming 25th Government Day will be held on Saturday, November 6, 2021 from 10:00 a.m. – 1:00 p.m. at Eisenhower Regional Recreation Center.

FOURTEENTH ORDER OF BUSINESS: District Counsel Reports

Kevin Stone, District Counsel, advised that at the June 3, 2021 meeting, this Board approved the Fourth Amended and Restated Interlocal Governmental Agreement for the Maintenance of Project Wide Improvements (Agreement), and that Agreement was provided to the participating Boards, and their attorneys, for review and discussion at their July meetings. Mr. Stone advised that Mark Brionez, District Counsel for numbered Districts 5, 6 and 8 - 13, prepared a memo which included some suggested revisions to the Agreement, and the majority of those suggested revisions are acceptable. Mr. Stone advised that he received a letter and a red-lined version of the Agreement from Mike Eckert, District 7 Counsel, which include:

District 7 has requested that the Project Wide Fund (PWF) proposed budget and annual expenditures for each participating District be provided annually to the Boards by April. Although not a legal issue, District Staff has advised that the April timeline would be difficult to meet, and providing this information for each participating District would be expensive, because the PWF expenditures are not separated by District because several expenditures cross District boundaries.

District 7 has requested that the renewal term for the Agreement be shortened from ten (10) years to three (3) years. Staff has advised that a three-year term would not be workable because that term is shorter than the majority of the contracts that the District enters into with its contractors.

While District 7 has not specified a new cost allocation methodology for the PWF, the red-lined version of the Agreement submitted has removed the utilization of assessable acreage, which has been the cost allocation utilized since the inception of the PWF, and it would be unlikely that Staff would be able to recommend modifying the cost allocation at this time. Mr. Blocker advised that the assessable acreage cost allocation is utilized for the bond assessments and maintenance assessments for the participating Districts, and is consistent with the methodology utilized for the PWF.

The District 7 red-lined version of the Agreement provides that the PWAC has certain final authority over recommendations submitted to this Board. Mr. Stone stated that legally his concern is that including this provision within the Agreement, is an effort, by contract, to divest this Board of some of its fundamental duties, which under Florida Law can generally not be achieved. This would include this Board submitting its PWF budget to the PWAC for approval, not recommendation, which would eliminate this Board's discretion over its budget. Mr. Stone stated that he does not believe that legally this Board can irrevocably delegate its duties to a Committee that this Board created.

Mr. Stone advised that there were some items included within the Agreement that can be worked through, but with respect to the items just presented to the Board, these items would be considered non-negotiable, and if one of the Districts believe that these items must be included within the Agreement, it may be more appropriate at this time not to move forward. Mr. Stone requested that the Board provide him with the direction to communicate with District 7 Counsel to advise that some of the suggested revisions to the Agreement are serious issues to this Board, and request that the District 7 Board advise if these items are considered necessary to proceed with the Agreement. If these items are considered by the District 7 Board to be necessary then there is no need to continue negotiations with other participating Districts.

Chairman Berning stated that some of the suggested revisions submitted change the fundamental nature of the relationship between this Board and the Committee.

Mr. Stone stated that this Board submitted the Agreement to the participating Districts as an offer to be agreed upon by August 31, 2021. If one or more of the other parties submits revisions, this Board can choose to agree to those revisions at any time, but the intent is to receive the responses from the participating Districts by August 31, 2021, and at which time, if a determination is made that a final Agreement could not be agreed upon by all parties then there would be no reason to proceed with the work to extricate Districts 12 and 13 from the existing agreement.

Don Wiley, Chairman of the PWAC and District 10 Supervisor, advised that he is in favor of the participating Districts proceeding with the execution of the Fourth Amended and Restated PWF Agreement, and concurs with the suggested revisions made by Mr. Brionez, but depending on the actions of District 7 this process could be a moot point, and the existing agreement would remain in effect.

Supervisor Lachnicht stated that it appears that the suggestions made by District 7 would increase costs to the participating Districts of the PWF.

Supervisor Wiley advised that District 7 Board did direct Staff to go through the process of identifying a breakdown of the expenditures made through the PWF for District 7 infrastructure, which was completed and identified that District 7 expenditures exceeded its cost allocation in the current fiscal year.

Following further Board and District Counsel discussion, the subsequent action was taken:

On MOTION by Gerry Lachnicht, seconded by Randy McDaniel, with all in favor, the Board authorized District Counsel to communicate with District 7 Counsel and request that the District 7 Board provide guidance on what the Board perceives to be “necessary” items for inclusion within the Fourth Amended and Restated Interlocal Agreement for Project Wide Maintenance.

FIFTEENTH ORDER OF BUSINESS: Supervisor Comments

There were no Supervisor Comments.

SIXTEENTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 2:05 p.m.

On MOTION by Gerry Lachnicht, seconded by Randy McDaniel, with all in favor, the Board adjourned the meeting.

Richard J. Baier
Secretary

Mike Berning
Chairman



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Mark LaRock, Purchasing Director; Kathy Godfrey, Buyer

DATE: 8/9/2021

SUBJECT: **Award of Invitation to Bid (ITB) #21B-030 Water Fountain and Feature Maintenance**

ISSUE:

Review and approval of award for Invitation to Bid (ITB) #21B-030 Water Fountain and Feature Maintenance (*PWAC Consideration Item*).

ANALYSIS/INFORMATION:

On June 11, 2021, staff issued ITB #21B-031 Water Fountain and Feature Maintenance. The water fountain and feature maintenance contract will include checking the fountains/features for overall appearance, and water levels, cleaning and treating the water, cleaning the intakes and skimmer basket, treating for algae and adjusting the chlorine and PH levels as necessary.

Multiple suppliers were listed as Supplemental Suppliers and were notified of the Solicitation through the DemandStar system. However only one (1) supplier, Pool Control, Inc. submitted a bid and was determined to be a responsive and responsible bidder (Exhibit A). Pool Control, Inc. currently holds the contract for the maintenance of the Water Fountains and Features, and the contract for pool maintenance. Staff has checked references provided by Pool Control, Inc. and positive responses were received.

The BID tabulation results are as follows:

SUPPLIERS	Annual SLCDD Bid Total
Pool Control, Inc.	\$123,600.00

Pool Control, Inc. will perform the SLCDD portion of ITB 21B-030 for the fountain and feature maintenance services for \$123,600.00 annually (\$10,300.00/month) (see Exhibit A).

All maintenance to be determined and scheduled by DPM staff. If approved, the term of this Service Agreement will be October 1, 2021 through September 30, 2024, with the option to renew for one (1) three (3) year term. The prices proposed by the Supplier shall remain fixed and firm for the initial term of the agreement.

BUDGET IMPACT:

The FY21-22 Project Wide Fund Budget includes \$110,520.00 for water feature maintenance. The award recommendation amount is \$123,600.00 resulting in an additional cost of \$13,800.00 to be funded from available funds in the 462 - Building/Infrastructure Maintenance account.

STAFF RECOMMENDATION:

Staff is requesting approval of award for ITB #21B-030 Water Fountain and Feature Maintenance to Pool Control, Inc. in the total annual Agreement amount of \$123,600.00 (\$10,300.00/monthly) based on the fixed and firm pricing reflected in Exhibit A.

MOTION:

Motion to approve award for ITB #21B-030 Water Fountain and Feature Maintenance to Pool Control, Inc. in the total annual Agreement amount of \$123,600.00 (\$10,300.00/monthly) based on the fixed and firm pricing reflected in Exhibit A; and authorize the Chairman/Vice Chairman to sign the Agreement.

ATTACHMENTS:

Description	Type
▣ Agreement	Exhibit

**AGREEMENT FOR SERVICES BETWEEN
THE SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND POOL CONTROL, INC. FOR WATER FOUNTAIN AND
FEATURE MAINTENANCE
ITB# 21B-030**

THIS AGREEMENT is made this 12th day of August 2021, by and between **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "DISTRICT"), and effective on October 1st 2021, whose address is 984 Old Mill Run, The Villages, Florida 32162, and **POOL CONTROL, INC.** (hereafter referred to as "CONTRACTOR/SUPPLIER"), whose address is 2405 US Highway 27/441 Bldg. 8 & 9, Fruitland park, FL 32162.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring Water Fountain and Feature Maintenance and wishes to enter into a contract with a party capable of providing such 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 and labor required to be furnished and delivered for Water Fountain & Feature Maintenance, Invitation to Bid (ITB) #21B-030, hereinafter referred to as ITB. Specifications and other contract documents, as defined in said ITB, and all other related documents cited in the above stated ITB 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 promptly notify the DISTRICT of any conditions beyond which negatively affect the nature or character of the Property, growth conditions, or that in any way prevent or hinder the maintenance obligations of the CONTRACTOR required by this Agreement. CONTRACTOR agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.
- 1.4 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.
- 1.5 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.
- 1.6 CONTRACTOR shall be responsible for adhering to all federal, state and local 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.

- 1.7 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.
- 1.8 CONTRACTOR shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- 1.9 As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and Florida Executive Order Number 11-02, CONTRACTOR must only employ individuals who are legally authorized to work in the United States of America. CONTRACTOR hereby is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons (including subcontractors) employed/assigned during the contract term by the contractor to perform work pursuant to this Agreement. To certify participation in the program, CONTRACTOR, and any subcontractors to the contractor, is required to sign an E-Verify CONTRACTOR/Subcontractor Affidavit. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the CONTRACTOR, solely, will be responsible and liable for any violations and or penalties associated with such violation.

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 ITB # 21B-030 as provided for in Exhibit "A" to this Agreement.
- 2.2 Invoices shall be submitted via email to accountspayable@districtgov.org for the services performed the preceding month. Payment by the DISTRICT will be made after the invoice has been received by the district per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.
- 2.3 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. **CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire Contract 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 Form(s)
- 3.4 Bidder's Certification
- 3.5 General Terms and Conditions
- 3.6 Scrutinized Companies
- 3.7 Drug Free Workplace Certificate
- 3.8 Statement of Contractor's Experience, Equipment & Personnel
- 3.9 E-Verify Contractor/Subcontractor Affidavit
- 3.10 Scope of Work / Specifications
- 3.11 Agreement for Services
- 3.12 Permits / Licenses
- 3.13 All Bid Addenda Issued Prior to Bid Opening Date
- 3.14 All Modifications and Change Orders Issued
- 3.15 Notice of Award / Notice to Proceed

4. TERM

The initial term of this Agreement shall be October 1, 2021 through September 30, 2024, with the option to renew for one (1) three (3) year period. Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety (90) day written notice of non-renewal. **The prices awarded by CONTRACTOR shall remain fixed and firm for the initial term of the Agreement.** At a minimum of six (6) months prior to the end of the initial term, CONTRACTOR may submit a request in writing to the DISTRICT to negotiate an increase or decrease to the current awarded pricing to become effective for the renewal period. **Any agreed upon negotiated price change shall remain firm for the remainder of the one (1) three (3) year renewal term.** No increase will exceed 5%.

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 ITB. The limit of liability for this coverage shall be a minimum combined single limit of \$1,000,000 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 contract as a result of this ITB, 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 ITB 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 Sumter Landing Community Development District and any other governmental agencies using this agreement in cooperation with the DISTRICT shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.
- 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 or verbally 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.

6.4 SATISFACTORY PERFORMANCE

6.4.1 It is estimated that the frequency and guidelines set forth in this Scope of Work will provide the quality desired. However, in the event it does not, CONTRACTOR agrees to provide such reasonable additional services without further compensation. Satisfactory performance of work under this contract shall be based on these maintenance specifications, as measured by the DISTRICT in its discretion.

6.4.2 The determination of satisfactory performance will be based upon the satisfactory appearance of the grounds, not whether anticipated projections of cycle frequencies have been performed. The appearance and quality of the grounds will be reviewed on a daily basis by the DISTRICT. CONTRACTOR performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

6.4.3 Any damage to DISTRICT property by the CONTRACTOR shall be repaired by the respective tradesmen initiated through the DISTRICT Representative so all warranties remain effective. All billing for said repairs will be directed to the CONTRACTOR responsible for said area and cost of repairs.

7. TERMINATION BY THE DISTRICT

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

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 Contract.

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 Contract 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 Contract price as reduced by the expenditures necessary to complete the job covered by this Contract.
- 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 Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the DISTRICT's Human Resources Department; however, 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 CONTRACTORS under this agreement may not be delegated without the prior written consent of the DISTRICT. The DISTRICT may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- 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 Contract Documents constitute the entire understanding and Contract between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Contract. The CONTRACTOR recognizes that any representations, statements, or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This Contract shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.

- 8.9 It may become necessary that additional areas are to be routinely maintained under the same specifications, or as amended by the management or its representative. It is the intent to be able to add or delete areas as necessary with the related cost increases or decreases to be handled through the execution of an amendment to this Agreement. Cost increases or decreases will be based on the unit prices proposed by the CONTRACTOR as provide for in Exhibit "A" to this Agreement.
- 8.10 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- 8.11 Time is of the essence in the performance of this Contract. 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 Contract 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 Contract documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- 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 Contract Documents relative thereto and has read all the addenda furnished prior to the bid, 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 Contract Documents.
- 9.5 CONTRACTOR has given the District written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
- 9.6 CONTRACTOR declares that submission of a proposal for the work constitutes an incontrovertible representation that the CONTRACTOR has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- 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 Contract.
- 9.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted Respondent list.
- 9.9 Public Records Act/Chapter 119 Requirements: CONTRACTOR /Respondent agrees to comply with the Florida Public Records Act to the fullest extent applicable, and shall, if this agreement is one for which services are provided by doing the following:

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

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

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

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

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

POOL CONTROL, INC.

By: _____

By: Terry W. Miller

Print Name _____

Print Name Terry W. Miller

Print Title _____

Print Title Owner / President

Date _____

Date 07.19.2021

Attest _____

Attest Olivia S. Parodi

BID FORM

SLCDD Water Fountains and Features

Area Description	Monthly	Annual Cost
SR 466A & Buena Vista Blvd (northwest)	\$500.00	\$6,000.00
SR 466A & Buena Vista Blvd (northeast)	\$500.00	\$6,000.00
SR 466A & Buena Vista Blvd (southwest)	\$500.00	\$6,000.00
SR 466A & Buena Vista Blvd (southeast)	\$500.00	\$6,000.00
SR 466A & Morse Blvd (northeast)	\$500.00	\$6,000.00
SR 466A & Morse Blvd (southeast)	\$500.00	\$6,000.00
SR 466A & Morse Blvd (southwest)	\$550.00	\$6,600.00
Belvedere Blvd & SR 466 (two basins connected by waterfall)	\$550.00	\$6,600.00
Buena Vista Blvd & SR 44 (east)	\$575.00	\$6,900.00
Buena Vista Blvd & SR 44 (west)	\$575.00	\$6,900.00
Buena Vista Blvd & SR 466 (southeast)	\$500.00	\$6,000.00
Buena Vista Blvd & SR 466 (southwest)	\$500.00	\$6,000.00
Fenney Way & Warm Springs Ave (north)	\$850.00	\$10,200.00
Fenney Way & Warm Springs Ave (south)	\$850.00	\$10,200.00
Morse Blvd & SR 44 (east)	\$575.00	\$6,900.00
Morse Blvd & SR 44 (west)	\$575.00	\$6,900.00
Sumter Landing Market Square (southeast horse trough)	\$400.00	\$4,800.00
Sumter Landing Market Square (southwest horse trough)	\$400.00	\$4,800.00
Sumter Landing Market Square (north fountain)	\$400.00	\$4,800.00
Total Amounts for SLCDD	\$10,300.00	\$123,600.00

Additional Services (if needed)

Hourly Labor Rate for additional services	\$75.00
Mark-up on parts for routine and additional services	20.00%

NOTE(S):

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

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the 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 Agreement Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

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

Terry W. Miller
Authorized Agent Name, Title (Print)

Terry W. Miller
Authorized Signature

7-14-21
Date

Name of Bidder's Firm:

Pool Control Inc

This document must be completed and returned with your Submittal



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Mark LaRock, Purchasing Director; Janet Mrozowski, Purchasing Operations
Coordinator

DATE: 8/9/2021

SUBJECT: **Amendment Four and Renewal One to Kingfisher and Fairwinds
Executive Golf Courses & Landscape Maintenance with BrightView Golf
Maintenance, Inc.**

ISSUE:

Review and approval of Amendment Four and Renewal One to the Agreement with BrightView Golf Maintenance, Inc. for Golf Course and Landscape Maintenance for Kingfisher and Fairwinds Executive Golf Courses. *(PWAC Consideration Item)*

ANALYSIS/INFORMATION:

In November 2016, Sumter Landing Community Development District assumed the contract between BrightView Golf Maintenance, Inc. and The Villages of Lake-Sumter, Inc. dated October 1, 2016 for Golf Course and Landscape Maintenance for Kingfisher and Fairwinds 45 Holes (Bonita Pass, Redfish Run, Tarpon Boil, Yankee Clipper and Southern Star) Executive Golf Courses through the Sumter Landing Amenities Division (SLAD) sale for the annual amount of \$972,188.40.

Amendment One to this Agreement increased annual amount to \$998,437.49 on October 1, 2018.
Amendment Two to this Agreement increased annual amount to \$1,028,390.61 on October 1, 2019.
Amendment Three to this Agreement increased annual amount to \$1,059,242.33 on October 1, 2020.

Amendment Four to this Agreement adds the request for Employment Cost Index ("ECI" at 75%) through December 2020 and the Consumer Price Index ("CPI" @ 25%) published in January 2021 for a total percentage increase not to exceed 3.0% to the Agreement effective October 1, 2021. The annual increase based on 3.0% is an addition of \$31,777.27 to the Agreement total.

Additionally, the District requests to amend out supplemental service "Installation of Pine Straw". This work does not affect the annual Agreement amount, and these services will be consolidated into a District wide contract.

The current Agreement expires September 30, 2021. Renewal One extends the Agreement for a term of October 1, 2021 through September 30, 2022.

BUDGET IMPACT:

The current Agreement amount is \$1,059,242.33/annually. The new amended Agreement amount is \$1,091,019.60/annually (\$90,918.30/monthly). Funds have been included in the FY 2021/2022 budget for this increase.

STAFF RECOMMENDATION:

Staff requests approval of Amendment Four and Renewal One with BrightView Golf Maintenance, Inc. to increase the amount, based upon the Employment Cost Index (“ECI” at 75%) through December 2020 and the Consumer Price Index (“CPI” @ 25%) published in January 2021 (total percentage is 3.0%) for an increase amount of \$1,091,019.60/annually (\$90,918.30/monthly) and to amend out pine straw services effective October 1, 2021.

MOTION:

Motion to approve Amendment Four and Renewal One with BrightView Golf Maintenance, Inc. to increase the amount, based upon the Employment Cost Index (“ECI” at 75%) through December 2020 and the Consumer Price Index (“CPI” @ 25%) published in January 2021 (total percentage is 3.0%) for an increase amount of \$1,091,019.60/annually (\$90,918.30/monthly) and to amend out pine straw services effective October 1, 2021; and authorize Chair/Vice Chair to sign the Amendment and Renewal.

ATTACHMENTS:

Description	Type
▣ SLCDD BrightView Golf Kingfisher & Fairwinds Amend4 Renew1	Exhibit

**AMENDMENT FOUR AND RENEWAL ONE TO THE AGREEMENT BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND BRIGHTVIEW GOLF MAINTENANCE, INC.
GOLF COURSE & LANDSCAPE MAINTENANCE CONTRACT
KINGFISHER (Bonita Pass, Redfish Run, Tarpon Boil) & FAIRWINDS (Yankee Clipper &
Southern Star) EXECUTIVE GOLF COURSES – AREAS 57 & 69**

THIS AMENDMENT and **RENEWAL** is entered into this 9th day of August 2021, and made effective October 1, 2021 by and between SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (SLCDD), whose mailing address is 984 Old Mill Run, The Villages, Florida 32162 and BRIGHTVIEW GOLF MAINTENANCE, INC. (CONTRACTOR) whose mailing address is 27001 Agoura Road, Suite 350, Calabasas, CA 91301.

RECITALS

WHEREAS, SLCDD assumed the contract between BrightView Golf Maintenance, Inc. and The Villages of Lake-Sumter, Inc. dated October 1, 2016 with an initial term of five (5) years through September 30, 2021 for Kingfisher and Fairwinds Executive Golf Courses for Golf Course and Landscape Maintenance (AGREEMENT) through the Sumter Landing Amenities Division (SLAD) sale (November, 2016) for an annual amount of Nine Hundred Seventy-Two Thousand, One Hundred Eighty-Eight and 40/100 Dollars (\$972,188.40); and

WHEREAS, SLCDD and CONTRACTOR entered into Amendment One to the AGREEMENT on April 19, 2018 with an effective date of October 1, 2018 increasing the annual contract amount to Nine Hundred Ninety-Eight Thousand, Four Hundred Thirty-Seven and 49/100 Dollars (\$998,437.49); and

WHEREAS, SLCDD and CONTRACTOR entered into Amendment Two to the AGREEMENT on June 6, 2019 with an effective date of October 1, 2019 increasing the annual contract amount to One Million, Twenty-Eight Thousand, Three Hundred Ninety and 61/100 Dollars (\$1,028,390.61); and

WHEREAS, SLCDD and CONTRACTOR entered into Amendment Three to the AGREEMENT on July 16, 2020 with an effective date of October 1, 2020 increasing the annual contract amount to One Million, Fifty-Nine Thousand, Two Hundred Forty-Two and 33/100 Dollars (\$1,059,242.33); and

WHEREAS, SLCDD and CONTRACTOR desire to amend the AGREEMENT pursuant to "Section II: Payment" and "Exhibit 3.1 - Cost Summary"; and

WHEREAS, SLCDD and CONTRACTOR desire to renew the existing AGREEMENT which expires September 30, 2021, per "SECTION III: TERM – Option to extend term of the AGREEMENT upon Mutual Agreement of Owner and Contractor", as set forth below; and

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

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. SLCDD and CONTRACTOR hereby amend the AGREEMENT and any Amendments thereto, removing extra cost item "Installation of Pine Straw at \$4.80 per Bale". This removal is based on District staff's objective to consolidate pine straw services.

**AMENDMENT FOUR AND RENEWAL ONE TO THE AGREEMENT BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND BRIGHTVIEW GOLF MAINTENANCE, INC.
GOLF COURSE & LANDSCAPE MAINTENANCE CONTRACT
KINGFISHER (Bonita Pass, Redfish Run, Tarpon Boil) & FAIRWINDS (Yankee Clipper &
Southern Star) EXECUTIVE GOLF COURSES – AREAS 57 & 69**

3. SLCDD and CONTRACTOR hereby amend the AGREEMENT and any Amendments thereto, adding a 3.0% increase for the 6th year of maintenance. This increase is based on a weighted average of the most recent available Employment Cost Index ("ECI" at 75%) through December 2020 and the Consumer Price Index ("CPI" @ 25%) published in January 2021. Based on these figures (ECI = 2.7% plus CPI = .35%) the increase would have been 3.05%. Exhibit 3.1 "Cost Summary" limits the increase to 3.0%.
4. For the satisfactory performance of the work outlined in the AGREEMENT and this Amendment, SLCDD agrees to pay to CONTRACTOR an additional annual AGREEMENT amount of Thirty-One Thousand, Seven Hundred Seventy-Seven and 27/100 dollars (\$31,777.27) for a total annual amended AGREEMENT amount of One Million, Ninety-One Thousand, Nineteen and 60/100 Dollars (\$1,091,019.60).
5. SLCDD and CONTRACTOR agree that all other terms and conditions of the AGREEMENT and Amendments thereto are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

IN WITNESS WHEREOF, said SLCDD has caused this Amendment and Renewal to be executed in its name by the Chairman of the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said SLCDD, and BRIGHTVIEW GOLF MAINTENANCE, INC. has caused this Amendment and Renewal 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**

BRIGHTVIEW GOLF MAINTENANCE, INC.

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

Attest

Attest



June 2, 2021

Mr. Mitch Leininger
Sumter Landing Community Development District.
984 Old Mill Run
The Villages, FL 32162

Via email only to
Mitch.Leininger@districtgov.org

Reference: Kingfisher & Fairwinds Golf Course & Landscape Maintenance Contract
Area 57 and 69, BVGM Course # 207538

Dear Mr. Leininger,

Pursuant to Section II Payment and Exhibit 3.1, BrightView Golf Maintenance hereby proposes an increase of 3% for the first of three renewal options at the referenced project. Attached are the copies of the Employment Cost Index ("ECI") through December 2020 and the Consumer Price Index ("CPI") published in January. The weighted average for the increase would be 3.05%, but is capped at 3% per the terms of our Agreement. The weighted average accounts for the ECI increase @ 75% and the CPI increase @ 25%. We believe that this metric best reflects the composition of our costs between labor and purchased items and fairly compensates for increases in our operating expenses. Although the terms of our agreement call for this increase to be requested by September 1, 2021, we are submitting early pursuant to the suggestion from Diane Tucker in her attached email from September 18, 2017.

If agreed, please issue an amendment to document the increase and extension (per our request dated April 19, 2021 – copy attached) along with an updated Exhibit 3.2 Payment Schedule for the period from October 1, 2021 through September 30, 2022.

Thank you very much for your consideration. Please contact me at (818)737-2735 with any questions.

Barbara Jimenez

Barbara Jimenez
Office Manager

Cc: Greg Pieschala, President
Terry McGuire, Vice President and General Manager
Mike Harbin, Area Director

The Villages®
Community Development Districts
Purchasing

April 23, 2021

BrightView Golf Maintenance
27001 Agoura Road, Suite 350
Calabasas, CA 91301

RE: Removal of Pine Straw supply and install from Agreements

Dear Mike Harbin,

In an effort to standardize and unify our processes within our agreements, The District is requesting an amendment to the existing contract with BrightView Golf Maintenance to remove **Pine Straw Supply and Install** only from the following two (2) agreements; **SLAD Areas 69 Kingfisher 27 & Area 57 Fairwinds 18** and RFP #15P-001 Chatham Golf Course Maintenance 36 holes.

The District will be soliciting a new contract for this specific service District Wide as our current Pine Straw Supply and Application contract expires 9/30/2021 and we are looking to consolidate this service into one agreement. I want to be clear that this is in no way a performance driven decision, but solely with the intent to gain efficiencies within our organization.

The existing contracts referenced above will remain in place per the terms of the agreements until their expiration date with the exception of **Pine Straw Supply and Install** for removal effective 9/30/2021.

Please do not hesitate to contact me if you have any questions or concerns at 352-751-6700 or mark.larock@districtgov.org. I have included a section below for signature and acceptance.

Sincerely,



Mark LaRock
Purchasing Director
The Villages Community Development Districts

Receipt and Acceptance of this letter is confirmed by BrightView Golf Maintenance, Inc.
this 30th day of April 2021. Please sign and return to mark.larock@districtgov.org

Signature: _____

Title: Gregory A. Piechala, President

cc: Mitch Leininger
James Morris
Janet Mrozowski
Mike Harris

EXHIBIT A

KINGFISHER & FAIRWIND 45 HOLE EXECUTIVE GOLF COURSES

BRIGHTVIEW GOLF MAINTENANCE, INC.

Per November 2016 Sumter Landing Amenities Division (SLAD) sale

Original Annual Agreement	\$972,188.40
Amendment #1 - October 1, 2018 - 2.7% Increase	\$26,249.09
Amendment #2 - October 1, 2019 - 3% Increase	\$29,953.12
Amendment #3 - October 1, 2020 - 3% Increase	\$30,851.72
Amendment #4 - October 1, 2021 - 3% Increase and Remove Pine Straw	\$31,777.27

ANNUAL CONTRACT AMOUNT	\$1,091,019.60
Monthly Contract Amount	\$90,918.30



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: John B. Rohan, Director of Recreation & Parks

DATE: 8/9/2021

SUBJECT: **Amendment Four to the Amended and Restated Janitorial Agreement for Services with The Villages Land Operating Company, LLC**

ISSUE:

Review and approval of Amendment Four to the Reassigned Amended and Restated Agreement for Services – Janitorial GMS Agreement with The Villages Land Operating Company, LLC (*PWAC consideration item*).

ANALYSIS/INFORMATION:

On August 17, 2017, Sumter Landing Community Development District entered into the Amended and Restated Janitorial Agreement with Golf Management Solutions, LLC, and on July 19, 2018, Sumter Landing Community Development District entered into Amendment One to the Agreement for the CPI increase. On December 23, 2018, The Villages Land Operating Company, LLC assumed substantially all the assets of Assignor (Golf Management Solutions, LLC) for the scheduled janitorial maintenance services for the executive golf course facilities. The term of the Agreement is on a continued basis until terminated by either party and allows for an annual increase to be adjusted by the same percentage as that of the Consumer Price Index (CPI) from January to January, as stated in the current contract. Staff wishes to amend the Agreement, effective October 1, 2021, as follows:

Add an annual CPI increase of 1.4% to the operations portion of the Agreement for an additional annual Agreement of \$310.00. Plus, an increase of 15.61% to the labor portion of the Agreement due to the new state minimum wage increase from the current \$8.65 per hour to the new minimum wage of \$10.00 per hour, which results in an additional annual amount of \$11,351.00.

The total increase of \$11,661.00 results in a new total annual amended Agreement amount of \$106,552.00 effective October 1, 2021.

Budget Impact:			
	Operations	Labor	Total
Current Annual Agreement Amount:	\$ 22,177	\$ 72,714	\$ 94,891
1.4% CPI Increase:	310	-	310
15.61% Minimum Wage Increase:	-	11,351	11,351
Total Amended Amount:	\$ 22,487	\$ 84,065	\$ 106,552

STAFF RECOMMENDATION:

Staff is requesting approval of Amendment Four for the above-stated increases to the Amended and Restated Agreement for Services – Janitorial with The Villages Land Operating Company, LLC for janitorial services at the executive golf course facilities effective October 1, 2021, for a total annual amended Agreement amount of \$106,552.00.

MOTION:

Motion to approve Amendment Four for the above-stated increases to the Amended and Restated Management Agreement with The Villages Land Operating Company, LLC for janitorial services at the executive golf course facilities effective October 1, 2021, for a total annual amended Agreement amount of \$106,552.00.

ATTACHMENTS:

Description	Type
▣ Janitorial Agreement for Services	Cover Memo

**AMENDMENT FOUR TO THE AMENDED AND RESTATED AGREEMENT
FOR SERVICES - JANITORIAL BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND THE VILLAGES LAND OPERATING COMPANY, LLC
(FORMERLY GOLF MANAGEMENT SOLUTIONS, LLC)**

THIS AMENDMENT is entered into this 8th day of August 2021 and effective October 1, 2021 by and between SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (SLCDD), whose mailing address is 984 Old Mill Run, The Villages, Florida 32162 and THE VILLAGES LAND OPERATING COMPANY, LLC (CONTRACTOR) (formerly Golf Management Solutions, LLC) whose address is 3619 Kiessel Road, The Villages, Florida 32163.

WHEREAS, SLCDD and Golf Management Solutions entered into Amended and Restated Agreement for Services – Janitorial (AGREEMENT) effective October 1, 2017, for scheduled Janitorial Maintenance Services at Executive Golf Courses (Belvedere, Big Cypress, Colony, DeSoto, Double Tree, Duval, Fairwinds, Key Largo, Kingfisher and Sunset Pointe); and

WHEREAS, SLCDD and Golf Management Solutions, LLC entered into Amendment One to the AGREEMENT dated July 19, 2018, effective October 1, 2018; and

WHEREAS, SLCDD, Golf Management Solutions, LLC and CONTRACTOR entered into Assignment and Assumption of AGREEMENT dated and effective December 23, 2018; and

WHEREAS, SLCDD and CONTRACTOR entered into Amendment Two to the AGREEMENT dated September 5, 2019, effective October 1, 2019; and

WHEREAS, SLCDD and CONTRACTOR entered into Amendment Three to the AGREEMENT dated July 16, 2020, effective October 1, 2020; and

WHEREAS, SLCDD and CONTRACTOR desire to amend the AGREEMENT effective October 1, 2021;

NOW, THEREFORE, and in consideration of the foregoing recitals and the mutual covenants and premises contained herein, the parties agree as follows:

1. SLCDD and CONTRACTOR agree to a 1.4% CPI increase (based on January 2021's CPI-U) for fiscal year 2021-2022 and a 15.61% Labor increase (based on new Florida Minimum Wage impact). The current annual AGREEMENT amount of Ninety-Four Thousand, Eight Hundred Ninety-One and 00/100 dollars (\$94,891.00) will be increased by a CPI adjustment of Three Hundred Ten and 00/100 dollars (\$310.00) and a Labor adjustment of Eleven Thousand, Three Hundred Fifty-One and 00/100 (\$11,351.00) for a total amended annual AGREEMENT amount of One Hundred Six Thousand, Five Hundred Fifty-Two and 00/100 dollars (\$106,552.00).
2. SLCDD and CONTRACTOR agree that all other terms and conditions of the original AGREEMENT are hereby ratified and continue in full force and effect.

**AMENDMENT FOUR TO THE AMENDED AND RESTATED AGREEMENT
FOR SERVICES - JANITORIAL BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND THE VILLAGES LAND OPERATING COMPANY, LLC
(FORMERLY GOLF MANAGEMENT SOLUTIONS, LLC)**

IN WITNESS WHEREOF, said SLCDD has caused this Amendment to be executed in its name by the Chairman of the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said SLCDD, and THE VILLAGES LAND OPERATING COMPANY, LLC has caused this Amendment to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print Name

Print Title

Date

Attest

**THE VILLAGES LAND OPERATING
COMPANY, LLC**

By: _____



Print Name

VP

Print Title

7/28/21

Date



Attest



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: John B. Rohan, Director of Recreation & Parks

DATE: 8/9/2021

SUBJECT: **Amendment Four to the Amended and Restated Management Agreement with The Villages Land Operating Company, LLC**

ISSUE:

Review and approval of Amendment Four to the Reassigned Amended and Restated Management GMS Agreement with The Villages Land Operating Company, LLC (*PWAC consideration item*).

ANALYSIS/INFORMATION:

On August 17, 2017, Sumter Landing Community Development District entered into the Amended and Restated Management Agreement with Golf Management Solutions, LLC, and on July 19, 2018, Sumter Landing Community Development District entered into Amendment One to the Agreement for the CPI increase. On December 23, 2018, The Villages Land Operating Company, LLC assumed substantially all the assets of Assignor (Golf Management Solutions, LLC) for the management and operation of executive golf course facilities. The term of the Agreement is on a continued basis until terminated by either party and allows for an annual increase to be adjusted by the same percentage as that of the Consumer Price Index (CPI) from January to January, as stated in the current contract. Staff wishes to amend the Agreement, effective October 1, 2021, as follows:

1. The current SLCDD annual Agreement between The Villages Land Operating Company, LLC amount of \$2,035,053.00 will be increased by a 1.4 % CPI adjustment of \$6,657.00 for the operations portion. Due to the state minimum wage increase from \$8.65 to \$10.00 per hour, the labor portion will be increased by 15.61 % for an adjustment of \$243,428.00.
2. The current operations portion of the annual Agreement amount for Gray Fox and Red Fox executive golf courses will be increased by a CPI adjustment of \$919.00 and \$33,613.00 due to the minimum wage increase for a total annual Agreement amount of \$315,535.00. The Villages of Lake Sumter own these courses, and all costs will be reimbursed to the District.
3. The current operations portion of the annual Agreement amount for Longleaf, Loblolly, Marsh View,

and Lowlands will be increased by a CPI adjustment of \$1,839.00 and \$67,226.00 due to the minimum wage increase for a total annual Agreement of \$631,071.00. The Villages Land Operating Company, LLC, owns these courses, and all costs will be reimbursed to the District.

4. In addition to the annual contract, SLCDD agrees to assume a cost of \$5,537.00 to staff the executive golf courses on Christmas Day. Of that, The Villages of Lake Sumter and The Villages Land Operating Company, LLC agree to pay \$541.00 and \$1,081.00 respectively to cover the courses owned by them. The cost for SLCDD courses will be \$3,915.00.
5. **The total amended contract amount will be \$3,237,281.00, with \$948,228.00 reimbursed for the Total Amended SLCDD Annual Amount of \$2,289,053.00.**

<u>Budget Impact:</u>			
	Operations	Labor	Total
Current Annual Agreement Amount:	\$ 672,636	\$ 2,205,426	\$ 2,878,062
1.4% CPI Increase:	9,415	-	9,415
15.61% Minimum Wage Increase:	-	344,267	344,267
Christmas Day:	-	5,537	5,537
Total Amended Amount:	\$ 682,051	\$ 2,555,230	\$ 3,237,281
The Villages of Lake Sumter Reimbursement for Gray & Red Fox:	66,593	249,483	316,076
The Villages Land Company, LLC Reimbursement for Longleaf, Loblolly, March View, & Lowlands:	133,186	498,966	632,152
Total Amended SLCDD Annual Amount:	\$ 482,272	\$ 1,806,781	\$ 2,289,053

STAFF RECOMMENDATION:

Staff is requesting approval of Amendment Four for the above-stated increases to the Amended and Restated Management Agreement with The Villages Land Operating Company, LLC for the management and operation of the executive golf course facilities effective October 1, 2021, for a total annual amended Agreement amount of \$2,289,053.00.

MOTION:

Motion to approve Amendment Four for the above-stated increases to the Amended and Restated Management Agreement with The Villages Land Operating Company, LLC for the management and operation of executive golf course facilities effective October 1, 2021, for a total annual amended Agreement

amount of \$2,289,053.00.

ATTACHMENTS:

Description	Type
☐ Golf Management Contract	Cover Memo

**AMENDMENT FOUR TO THE AMENDED AND RESTATED
MANAGEMENT AGREEMENT BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND THE VILLAGES LAND OPERATING COMPANY, LLC
(FORMERLY GOLF MANAGEMENT SOLUTIONS, LLC)**

THIS AMENDMENT is entered into this 8th day of August 2021 and effective October 1, 2021 by and between SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (SLCDD), whose mailing address is 984 Old Mill Run, The Villages, Florida 32162 and THE VILLAGES LAND OPERATING COMPANY, LLC (CONTRACTOR) (formerly Golf Management Solutions, LLC) whose address is 3619 Kiessel Road, The Villages, Florida 32163.

WHEREAS, SLCDD and Golf Management Solutions, LLC entered into an Amended and Restated Management Agreement (AGREEMENT) effective October 1, 2017, to provide management, staff and administration for the Operation of the Executive Golf Courses; and

WHEREAS, SLCDD and Golf Management Solutions, LLC entered into Amendment One to the AGREEMENT dated July 19, 2018, effective October 1, 2018; and

WHEREAS, SLCDD, Golf Management Solutions, LLC and CONTRACTOR entered into Assignment and Assumption of AGREEMENT dated and effective December 23, 2018; and

WHEREAS, SLCDD and CONTRACTOR entered into Amendment Two to the AGREEMENT dated September 5, 2019, effective October 1, 2019; and

WHEREAS, SLCDD and CONTRACTOR entered into Amendment Three to the AGREEMENT dated July 16, 2020, effective October 1, 2020; and

WHEREAS, SLCDD and CONTRACTOR desire to amend the AGREEMENT effective October 1, 2021;

NOW, THEREFORE, and in consideration of the foregoing recitals and the mutual covenants and premises contained herein, the parties agree as follows:

1. SLCDD and CONTRACTOR agree to a 1.4% CPI increase (based on January 2021's CPI-U) for fiscal year 2021-2022 and a 15.61% Labor increase (based on new Florida Minimum Wage impact) for SLCDD Executive Golf Courses. The current annual AGREEMENT amount of Two Million, Thirty-Five Thousand, Fifty-Three and 00/100 dollars (\$2,035,053.00) will be increased by a CPI adjustment of Six Thousand, Six Hundred Fifty-Seven and 00/100 dollars (\$6,657.00) and a Labor adjustment of Two Hundred Forty-Three Thousand, Four Hundred Twenty-Eight and 00/100 dollars (\$243,428.00) for a total amended annual AGREEMENT amount of Two Million, Two Hundred Eighty-Five Thousand, One Hundred Thirty-Eight and 00/100 dollars (\$2,285,138.00) for the SLCDD Executive Golf Courses.

**AMENDMENT FOUR TO THE AMENDED AND RESTATED
MANAGEMENT AGREEMENT BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND THE VILLAGES LAND OPERATING COMPANY, LLC
(FORMERLY GOLF MANAGEMENT SOLUTIONS, LLC)**

2. SLCDD agrees to assume additional cost of CONTRACTOR to staff the Executive Golf Courses on Christmas Day, which is outside the scope of the original AGREEMENT. Said cost for fiscal year 2021-2022 is Three Thousand, Nine Hundred Fifteen and 00/100 dollars (\$3,915.00).
3. The current annual AGREEMENT amount for Gray Fox & Red Fox Executive Golf Courses is Two Hundred Eighty-One Thousand, Three and 00/100 dollars (\$281,003.00) and will be increased by a CPI adjustment of Nine Hundred Nineteen and 00/100 dollars (\$919.00) and a Labor increase of Thirty-Three Thousand, Six Hundred Thirteen and 00/100 dollars (\$33,613.00) for a total annual AGREEMENT amount of Three Hundred Fifteen Thousand, Five Hundred Thirty-Five and 00/100 dollars (\$315,535.00). These courses are owned by The Villages of Lake Sumter and all costs will be reimbursed to SLCDD.
4. SLCDD agrees to assume additional cost of CONTRACTOR to staff the Gray Fox and Red Fox Executive Golf Courses on Christmas Day, which is outside the scope of the original AGREEMENT. Said cost for fiscal year 2021-2022 is Five Hundred Forty-One and 00/100 dollars (\$541.00). These courses are owned by The Villages of Lake Sumter and all costs will be reimbursed to SLCDD.
5. The current annual AGREEMENT Amount for Longleaf, Loblolly, Marsh View and Lowlands Executive Golf Courses is Five Hundred Sixty-Two Thousand, Six and 00/100 dollars (\$562,006.00) and will be increased by a CPI adjustment of One Thousand, Eight Hundred Thirty-Nine and 00/100 dollars (\$1,839.00) and a Labor increase of Sixty-Seven Thousand, Two Hundred Twenty-Six and 00/100 dollars (\$67,226.00) for a total annual AGREEMENT amount of Six Hundred Thirty-One Thousand, Seventy-One and 00/100 dollars (\$631,071.00). These courses are owned by The Villages Land Company, LLC and all costs will be reimbursed to SLCDD.
6. SLCDD agrees to assume additional cost of CONTRACTOR to staff the Longleaf, Loblolly, Marsh View and Lowlands Executive Golf Courses on Christmas Day, which is outside the scope of the original AGREEMENT. Said cost for fiscal year 2021-2022 is One Thousand, Eighty-One and 00/100 dollars (\$1,081.00). These courses are owned by The Villages Land Company, LLC and all costs will be reimbursed to SLCDD.
7. Total Amended contract amount will be Three Million, Two Hundred Thirty-One Thousand, Seven Hundred Forty-Four and 00/100 dollars (\$3,231,744.00) plus additional cost to staff courses on Christmas Day of Five Thousand, Five Hundred Thirty-Seven and 00/100 dollars (\$5,537.00) for a grand total Amended amount of Three Million, Two Hundred Thirty-Seven Thousand, Two Hundred Eighty-One and 00/100 dollars (\$3,237,281.00). A total of \$316,076.00 (see Items #3 and #4 above) to be reimbursed to the SLCDD by The Villages of Lake Sumter and a total of \$632,152.00 (see Items #5 and #6 above) to be reimbursed to the SLCDD by The Villages Land Company, LLC.

**AMENDMENT FOUR TO THE AMENDED AND RESTATED
MANAGEMENT AGREEMENT BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND THE VILLAGES LAND OPERATING COMPANY, LLC
(FORMERLY GOLF MANAGEMENT SOLUTIONS, LLC)**

8. SLCDD and CONTRACTOR agree that all other terms and conditions of the original AGREEMENT are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, said SLCDD has caused this Amendment to be executed in its name by the Chairman of the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said SLCDD, and THE VILLAGES LAND OPERATING COMPANY, LLC has caused this Amendment 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	THE VILLAGES LAND OPERATING COMPANY, LLC
By: _____	By: _____
_____	_____
Print Name	RYAN MCGABE Print Name
_____	_____
Print Title	VP Print Title
_____	_____
Date	7/28/21 Date
_____	_____
Attest	Attest



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Richard J. Baier, District Manager

DATE: 8/9/2021

SUBJECT: Lease Agreement with The Villages Operating Company

ISSUE: Review and Consideration of a Lease Agreement between Sumter Landing Community Development District and The Villages Operating Company.

ANALYSIS/INFORMATION:

Staff was contacted by The Villages Operating Company with a request to lease a portion of the parking area located in the south east corner of the parking lot behind Enterprise Rent-A-Car, Building Area 5 on the recorded plat, in Lake Sumter Landing. The land would be used in conjunction with the operation of the business at that location. The site plan is included as Exhibit 'A' to the Lease Agreement. Staff has reviewed this area and determined it would not be detrimental to the activities in the District based on existing use of the location by the Lessee.

The Term of the agreement is for five (5) years, and the Lessee would have the option to renew the Lease for five (5) additional five (5) year terms. The rent has been agreed to at \$200 per month with a \$5 per month increase for each renewal term. The lease amount was arrived at based on an analysis of established rental rates and is believed to be a fair rental rate.

The Lessee will be responsible for all associated utilities and service expenses, as well as insurance requirements.

STAFF RECOMMENDATION:

Staff recommends the Sumter Landing Community Development District approve the Lease Agreement with The Villages Land Operating Company.

MOTION:

Motion to approve the Lease Agreement between Sumter Landing Community Development District and

The Villages Operating Company.

ATTACHMENTS:

Description	Type
<div data-bbox="152 268 185 300">▣</div> Lease Agreement - Villages Operating Company - Enterprise Location	Cover Memo

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is hereby entered into this _____ day of _____, 2021, 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 mailing address is 984 Old Mill Run, The Villages, Florida 32162 ("Landlord"), and **THE VILLAGES OPERATING COMPANY**, a Florida corporation, c/o The Villages Commercial Property Management, whose mailing address is 3597 Kiessel Road, The Villages, Florida 32163 ("Tenant").

RECITALS

A. Tenant owns various commercial buildings in Lake Sumter Landing downtown ("LSL"), and leases many of the spaces therein to third party businesses.

B. Landlord generally owns all sidewalks, parking areas, and other areas within LSL lying outside of the exterior walls of commercial buildings.

C. Landlord has concluded that it is in the public interest, and the interest of businesses operating within LSL to create additional opportunities for those businesses to serve residents of The Villages community and visitors of LSL.

D. Landlord therefore wishes to grant Tenant rights to occupy certain portions of Landlord's sidewalks and parking areas for the purpose of outdoor dining, cafes, and other uses consistent with dining, retail, office, and other uses currently operating in LSL, with the intent and expectation that Tenant will sublease such areas to those businesses actually operating in adjacent commercial buildings.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, receipt of which is acknowledged, Landlord and Tenant hereby agree that the foregoing Recitals are true and correct, and hereby incorporate the Recitals in full into this Lease, and further agree as follows:

1. **THE PREMISES:** Landlord leases to Tenant the property described in ***Exhibit "A"***, situated in Sumter County, Florida, together with all improvements thereon, and all rights, easements and appurtenances thereto belonging (the "Premises").

2. **TERM:** The Initial Term of this Lease is for five (5) years beginning on _____, 2021 (the "Commencement Date"). The Tenant shall have the option to renew the Lease for five (5) additional five (5) year terms following the expiration of the Initial Term by providing written notice to Landlord (each a "Renewal Term") (the Initial Term and any properly exercised Renewal Term is referred to collectively as the "Term").

3. **RENT:** Tenant agrees to pay Landlord as Rent \$200.00 per month during the Initial Term. Rent for any partial month shall be prorated. Rent will be increased by \$5.00 per month for

each Renewal Term. All Rent shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.

4. **POSSESSION:** Tenant shall be entitled to possession as of the Commencement Date of this Lease, and shall yield possession to Landlord at the termination of this Lease.

5. **USE:** The Premises will be used in conjunction with the business being operated on Building Area 5 according to Plat recorded in Plat Book 13, Page 22-A through 22-F, Public Records of Sumter County, Florida. Tenant shall comply and cause its subtenants to comply with all applicable laws in its use of the Premises, and shall not cause Landlord to become in violation of any applicable laws. Without limiting the foregoing, Tenant shall comply with the American Disabilities Act of 1990, as amended, and ensure that Tenant's use does not cause Landlord to violate the same, including without limitation with respect to remaining width of sidewalks and walkways adjacent to the Premises.

6. **CARE AND MAINTENANCE:**

A. Tenant takes the Premises as is, except as herein provided.

B. Tenant shall keep the following portions of the Premises in good repair, to the extent of any of the following improvements are located within the Premises: roof, exterior walls, foundation, sanitary sewer and grease trap serving the business operating within the Premises, plumbing, heating, wiring, air conditioning, plate glass, windows and window glass, parking area, driveways, sidewalks, exterior decorating, interior decorating. Landlord shall not be liable to make any repairs or replacements to the Premises during the Lease Term.

C. Tenant shall maintain the Premises in a reasonable safe, serviceable, clean and presentable condition and shall make all repairs, replacements and improvements to the Premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Unless otherwise provided, and if the Premises included the ground floor, Tenant agrees to remove all obstruction from the sidewalk on or abutting the Premises.

7. **UTILITIES AND SERVICES:** Tenant shall pay for all utilities and services which may be used on the Premises.

8. **SURRENDER:** Upon the termination of this Lease, Tenant will surrender the Premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant.

9. **ASSIGNMENT AND SUBLETTING:** Landlord acknowledges that Tenant will be subleasing its rights under this Lease to the business operating in Building Area 5.

10. **INSURANCE:** Tenant or Tenant's subtenant shall obtain commercial general liability insurance in the amount of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate from companies with a financial rating of A- or higher by A.M. Best Company, Inc. The certificate of insurance evidencing such commercial general liability policy shall contain a waiver of subrogation endorsement in favor of Landlord. This policy shall be endorsed to include the Landlord as an additional insured. Tenant shall also maintain workers compensation insurance in accordance with Florida law.

11. **LIABILITY FOR DAMAGE:** Each party shall be liable to the other for all damage to the Premises of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

12. **INDEMNITY:** Except for the negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the Premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

13. **MECHANIC'S LIENS:** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the Premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the Premises.

14. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES:**

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the Lease; (2) abandonment of the Premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the Premises for more than fifteen (15) consecutive business days; (3) Institution of voluntary bankruptcy proceedings by Tenant; Institution of Involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this Lease; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default that cannot be remedied in the ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld

by Landlord. Landlord shall not be required to give Tenant any more than three (3) notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this Lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this Lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of all expenses of Landlord in regaining possession of the Premises, including attorney's fees and court costs; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this Lease to be forfeited and shall give Tenant a written notice of such forfeiture.

15. **EARLY TERMINATION:** Notwithstanding any other provision contained in this Lease, Tenant shall have the right to terminate this Lease by providing Landlord with thirty (30) days advance written notice. In addition, Landlord may terminate this Lease upon not less than thirty (30) days prior written notice to Tenant if, as a result of Tenant's use of the Premises, Landlord receives a demand, claim, or other imposition from any governmental or regulatory authority having jurisdiction, and Tenant, within thirty (30) days of receiving notice of such imposition, fails to satisfy such imposition on Landlord's behalf.

16. **NOTICES AND DEMANDS:** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

17. **PROVISIONS BINDING:** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

(Signatures on following page)

Landlord and Tenant have executed this Lease the day and year first written above. This Lease may be executed electronically, and in any number of counterparts, each of which 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.

ATTEST:

Richard Baier, District Manager

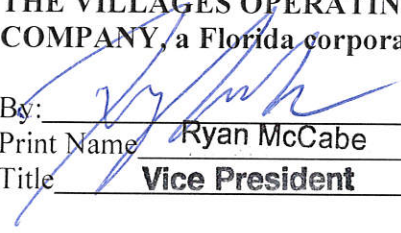
LANDLORD:

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

Print Name _____
Title _____

TENANT:

**THE VILLAGES OPERATING
COMPANY, a Florida corporation**

By: 
Print Name Ryan McCabe
Title Vice President

8" HIGH COMMERCIAL GRADE
SOLID VINYL FENCE ALONG
REAR AND SIDE, ADJACENT TO CURB



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Richard J. Baier, District Manager

DATE: 8/8/2021

SUBJECT: **First Amendment to the Lease Agreement between the Sumter Landing Community Development District and The Villages Operating Company**

ISSUE:

Review and approval of a First Amendment to the Lease Agreement between the Sumter Landing Community Development District and The Villages Operating Company for the Flying Biscuit location in Lake Sumter Landing.

ANALYSIS/INFORMATION:

The impact of COVID-19 has resulted in government entities and private businesses working in greater unity to meet the public need. This includes developing partnerships to accommodate restrictions on dining and the use of outdoor spaces to lessen the economic impact on the restaurant industry, and permit safe patronage at establishments. One way this is being accomplished across the country is through lease agreements between local governments and businesses to utilize public spaces such as sidewalks.

District Management has worked in conjunction with certain tenants in the downtown areas to develop lease provisions for the use of specified areas, at no cost, for additional outdoor seating. In lieu of paying rent, the tenant is responsible for maintaining the areas in a reasonable safe, serviceable, clean and presentable condition and shall make all repairs, replacements and improvements to the premise. The tenant is not permitted to make any structural changes or alternations to the leased space. Additionally, the tenant must maintain insurance, and is responsible for complying with all applicable laws relating to accessibility and consumption of alcoholic beverages.

To maintain consistency in the approved use of space as noted above, the First Amendment to the Lease Agreement will terminate all future payments for use of the premises identified in the documentation attached.

STAFF RECOMMENDATION:

District Management recommends the Sumter Landing Community Development District approve the First

Amendment to the Lease Agreement with The Villages Operating Company for the Flying Biscuit location in Lake Sumter Landing. This agreement is in the public interest, and supports economic growth in the community.

MOTION:

Motion to approve the First Amendment to the Lease Agreement with The Villages Operating Company for the Flying Biscuit location in Lake Sumter Landing. This agreement is in the public interest, and supports economic growth in the community.

ATTACHMENTS:

Description	Type
☐ First Amendment to Lease - Flying Biscuit	Cover Memo

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the “Amendment”), dated as of the ____ day of _____, 2021 (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, hereinafter referred to as “Landlord”, and **THE VILLAGES OPERATING COMPANY**, a Florida corporation, hereinafter referred to as “Tenant”.

RECITALS

A. Landlord and Tenant are parties to a certain lease dated April 18, 2019, (the “Lease”), for the premises situated in Sumter County, Florida, as more particularly described therein.

B. Tenant owns various commercial buildings in Lake Sumter Landing downtown (“LSL”), and leases many of the spaces therein to third party businesses.

C. Landlord generally owns all sidewalks, parking areas, and other areas within LSL lying outside of the exterior walls of commercial buildings.

D. Due to the COVID-19 pandemic, many tenants and business owners that operate within Tenant’s buildings in LSL have suffered reduced customer volume, and now seek additional opportunities to serve residents of The Villages community and in turn, increase foot traffic to LSL.

E. Landlord therefore wishes to grant Tenant rights to occupy certain portions of Landlord’s sidewalks and parking areas immediately adjacent to Tenant’s buildings for the purpose of outdoor dining, cafes, and other uses consistent with dining, retail, office, and other uses currently operating in LSL, with the intent and expectation that Tenant will sublease such areas to those businesses actually operating in adjacent commercial buildings.

F. Landlord and Tenant wish to amend and clarify the terms of the Lease as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt of which is acknowledged, Landlord and Tenant hereby agree that the foregoing Recitals are true and correct, and hereby incorporate the Recitals in full into this Amendment, and further agree as follows:

1. Section 3 of the Lease is amended to include the following:

“Beginning on _____ 1, 2021 and thereafter, Tenant shall not be required to pay rent to Landlord for the use of the Premises. Landlord acknowledges that the consideration given by Tenant in exchange for this Lease is Tenant’s obligations, as more particularly set

forth below, to maintain the Premises at its sole cost, thus likely reducing maintenance obligations and costs incurred by Landlord.”

2. Section 5 of the Lease is amended and restated as follows:

“5. **USE:** The Premises will be used in conjunction with the business being operated on Building Area 11 according to Plat recorded in Plat Book 13, Pages 22 through 22F, Public Records of Sumter County, Florida. Tenant shall comply and cause its subtenants to comply with all applicable laws in its use of the Premises, and shall not cause Landlord to become in violation of any applicable laws. Without limiting the foregoing, Tenant shall comply with (a) the American Disabilities Act of 1990, as amended, and ensure that Tenant’s use does not cause Landlord to violate the same, including without limitation with respect to remaining width of sidewalks and walkways adjacent to the Premises, and (b) all applicable laws related to consumption of alcoholic beverages on the Premises.”

3. Section 6.B of the Lease is amended and restated as follows:

“B. Tenant shall keep the following portions of the Premises in good repair, to the extent any of the following improvements are located within the Premises: roof, exterior walls, foundation, sanitary sewer and grease trap serving the business operating within the Premises, plumbing, heating, wiring, air conditioning, plate glass, windows and window glass, parking area, driveways, sidewalks, exterior decorating, interior decorating. Landlord shall not be liable to make any repairs or replacements to the Premises during the Lease Term.”

4. Section 15 of the Lease is amended and restated as follows:

“15. **EARLY TERMINATION:** Notwithstanding any other provision contained in this Lease, Tenant shall have the right to terminate this Lease by providing Landlord with thirty (30) days advance written notice. In addition, Landlord may terminate this Lease upon not less than thirty (30) days prior written notice to Tenant if, as a result of Tenant’s use of the Premises, Landlord receives a demand, claim, or other imposition from any governmental or regulatory authority having jurisdiction, and Tenant, within thirty (30) days of receiving notice of such imposition, fails to satisfy such imposition on Landlord’s behalf.

5. Other than as amended hereby, all other terms, covenants and conditions of the Lease shall remain in effect, and no covenant or condition of the Lease shall be deemed waived by any action or non-action in the past.

(signatures on next page)

Landlord and Tenant have executed this Amendment the day and year first written above. This Amendment may be executed electronically, and in any number of counterparts, each of which 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.

“LANDLORD”

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Richard Baier, District Manager

By: _____
Name: _____
Title: _____

“TENANT”

**THE VILLAGES OPERATING COMPANY, a
Florida corporation**

By: _____
Name: _____
Title: _____



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Richard J. Baier, District Manager

DATE: 8/8/2021

SUBJECT: **First Amendment to the Lease Agreement between the Sumter Landing Community Development District and The Villages Operating Company.**

ISSUE:

Review and approval of a First Amendment to the Lease Agreement between the Sumter Landing Community Development District and The Villages Operating Company for the RJ Gators location in Lake Sumter Landing.

ANALYSIS/INFORMATION:

The impact of COVID-19 has resulted in government entities and private businesses working in greater unity to meet the public need. This includes developing partnerships to accommodate restrictions on dining and the use of outdoor spaces to lessen the economic impact on the restaurant industry, and permit safe patronage at establishments. One way this is being accomplished across the country is through lease agreements between local governments and businesses to utilize public spaces such as sidewalks.

District Management has worked in conjunction with certain tenants in the downtown areas to develop lease provisions for the use of specified areas, at no cost, for additional outdoor seating. In lieu of paying rent, the tenant is responsible for maintaining the areas in a reasonable safe, serviceable, clean and presentable condition and shall make all repairs, replacements and improvements to the premise. The tenant is not permitted to make any structural changes or alternations to the leased space. Additionally, the tenant must maintain insurance, and is responsible for complying with all applicable laws relating to accessibility and consumption of alcoholic beverages.

To maintain consistency in the approved use of space as noted above, the First Amendment to the Lease Agreement will terminate all future payments for use of the premises identified in the documentation attached.

STAFF RECOMMENDATION:

District Management recommends the Sumter Landing Community Development District approve the First Amendment to the Lease Agreement with The Villages Operating Company for the RJ Gators location in

Lake Sumter Landing. This agreement is in the public interest, and supports economic growth in the community.

MOTION:

Motion to approve the First Amendment to the Lease Agreement with The Villages Operating Company for the RJ Gators location in Lake Sumter Landing. This agreement is in the public interest, and supports economic growth in the community.

ATTACHMENTS:

Description	Type
▣ First Amendment to Lease - RJ Gators	Cover Memo

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the “Amendment”), dated as of the ____ day of _____, 2021 (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, hereinafter referred to as “Landlord”, and **THE VILLAGES OPERATING COMPANY**, a Florida corporation, hereinafter referred to as “Tenant”.

RECITALS

A. Landlord and Tenant are parties to a certain lease dated November 20, 2014, (the “Lease”), for the premises situated in Sumter County, Florida, as more particularly described therein.

B. Tenant owns various commercial buildings in Lake Sumter Landing downtown (“LSL”), and leases many of the spaces therein to third party businesses.

C. Landlord generally owns all sidewalks, parking areas, and other areas within LSL lying outside of the exterior walls of commercial buildings.

D. Due to the COVID-19 pandemic, many tenants and business owners that operate within Tenant’s buildings in LSL have suffered reduced customer volume, and now seek additional opportunities to serve residents of The Villages community and in turn, increase foot traffic to LSL.

E. Landlord therefore wishes to grant Tenant rights to occupy certain portions of Landlord’s sidewalks and parking areas immediately adjacent to Tenant’s buildings for the purpose of outdoor dining, cafes, and other uses consistent with dining, retail, office, and other uses currently operating in LSL, with the intent and expectation that Tenant will sublease such areas to those businesses actually operating in adjacent commercial buildings.

F. Landlord and Tenant wish to amend and clarify the terms of the Lease as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt of which is acknowledged, Landlord and Tenant hereby agree that the foregoing Recitals are true and correct, and hereby incorporate the Recitals in full into this Amendment, and further agree as follows:

1. Section 3 of the Lease is amended to include the following:

“Beginning on _____ 1, 2021 and thereafter, Tenant shall not be required to pay rent to Landlord for the use of the Premises. Landlord acknowledges that the consideration given by Tenant in exchange for this Lease is Tenant’s obligations, as more particularly set

forth below, to maintain the Premises at its sole cost, thus likely reducing maintenance obligations and costs incurred by Landlord.”

2. Section 5 of the Lease is amended and restated as follows:

“5. **USE:** The Premises will be used in conjunction with the business being operated on Building Area 29 according to Plat recorded in Plat Book 13, Pages 22 through 22F, Public Records of Sumter County, Florida. Tenant shall comply and cause its subtenants to comply with all applicable laws in its use of the Premises, and shall not cause Landlord to become in violation of any applicable laws. Without limiting the foregoing, Tenant shall comply with (a) the American Disabilities Act of 1990, as amended, and ensure that Tenant’s use does not cause Landlord to violate the same, including without limitation with respect to remaining width of sidewalks and walkways adjacent to the Premises, and (b) all applicable laws related to consumption of alcoholic beverages on the Premises.”

3. Section 6.B of the Lease is amended and restated as follows:

“B. Tenant shall keep the following portions of the Premises in good repair, to the extent any of the following improvements are located within the Premises: roof, exterior walls, foundation, sanitary sewer and grease trap serving the business operating within the Premises, plumbing, heating, wiring, air conditioning, plate glass, windows and window glass, parking area, driveways, sidewalks, exterior decorating, interior decorating. Landlord shall not be liable to make any repairs or replacements to the Premises during the Lease Term.”

4. Section 15 of the Lease is amended and restated as follows:

“15. **EARLY TERMINATION:** Notwithstanding any other provision contained in this Lease, Tenant shall have the right to terminate this Lease by providing Landlord with thirty (30) days advance written notice. In addition, Landlord may terminate this Lease upon not less than thirty (30) days prior written notice to Tenant if, as a result of Tenant’s use of the Premises, Landlord receives a demand, claim, or other imposition from any governmental or regulatory authority having jurisdiction, and Tenant, within thirty (30) days of receiving notice of such imposition, fails to satisfy such imposition on Landlord’s behalf.

5. Other than as amended hereby, all other terms, covenants and conditions of the Lease shall remain in effect, and no covenant or condition of the Lease shall be deemed waived by any action or non-action in the past.

(signatures on next page)

Landlord and Tenant have executed this Amendment the day and year first written above. This Amendment may be executed electronically, and in any number of counterparts, each of which 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.

“LANDLORD”

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Richard Baier, District Manager

By: _____
Name: _____
Title: _____

“TENANT”

**THE VILLAGES OPERATING COMPANY, a
Florida corporation**

By: _____
Name: _____
Title: _____



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Richard J. Baier, District Manager

DATE: 8/9/2021

SUBJECT: **First Amendment to the Lease Agreement between the Sumter Landing Community Development District and Villages/Acorn Investments, LTD.**

ISSUE:

Review and approval of a First Amendment to the Lease Agreement between the Sumter Landing Community Development District and Villages/Acorn Investments, LTD. for the Chop House location in Lake Sumter Landing.

ANALYSIS/INFORMATION:

The impact of COVID-19 has resulted in government entities and private businesses working in greater unity to meet the public need. This includes developing partnerships to accommodate restrictions on dining and the use of outdoor spaces to lessen the economic impact on the restaurant industry, and permit safe patronage at establishments. One way this is being accomplished across the country is through lease agreements between local governments and businesses to utilize public spaces such as sidewalks.

District Management has worked in conjunction with certain tenants in the downtown areas to develop lease provisions for the use of specified areas, at no cost, for additional outdoor seating. In lieu of paying rent, the tenant is responsible for maintaining the areas in a reasonable safe, serviceable, clean and presentable condition and shall make all repairs, replacements and improvements to the premise. The tenant is not permitted to make any structural changes or alternations to the leased space. Additionally, the tenant must maintain insurance, and is responsible for complying with all applicable laws relating to accessibility and consumption of alcoholic beverages.

To maintain consistency in the approved use of space as noted above, the First Amendment to the Lease Agreement will terminate all future payments for use of the premises identified in the documentation attached.

STAFF RECOMMENDATION:

District Management recommends the Sumter Landing Community Development District approve the First Amendment to the Lease Agreement with Villages/Acorn Investments, LTD. for the Chop House location in Lake Sumter Landing. This agreement is in the public interest, and supports economic growth in the

community.

MOTION:

Motion to approve the First Amendment to the Lease Agreement with Villages/Acorn Investments, LTD. for the Chop House location in Lake Sumter Landing. This agreement is in the public interest, and supports economic growth in the community.

ATTACHMENTS:

Description	Type
□ First Amendment to Lease - Chop House	Cover Memo

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "Amendment"), dated as of the ____ day of _____, 2021 (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, hereinafter referred to as "Landlord", and **VILLAGES/ACORN INVESTMENTS, LTD.**, a Florida limited partnership, hereinafter referred to as "Tenant".

RECITALS

A. Landlord and Tenant are parties to a certain lease dated April 18, 2019, (the "Lease"), for the premises situated in Sumter County, Florida, as more particularly described therein.

B. Tenant owns various commercial buildings in Lake Sumter Landing downtown ("LSL"), and leases many of the spaces therein to third party businesses.

C. Landlord generally owns all sidewalks, parking areas, and other areas within LSL lying outside of the exterior walls of commercial buildings.

D. Due to the COVID-19 pandemic, many tenants and business owners that operate within Tenant's buildings in LSL have suffered reduced customer volume, and now seek additional opportunities to serve residents of The Villages community and in turn, increase foot traffic to LSL.

E. Landlord therefore wishes to grant Tenant rights to occupy certain portions of Landlord's sidewalks and parking areas immediately adjacent to Tenant's buildings for the purpose of outdoor dining, cafes, and other uses consistent with dining, retail, office, and other uses currently operating in LSL, with the intent and expectation that Tenant will sublease such areas to those businesses actually operating in adjacent commercial buildings.

F. Landlord and Tenant wish to amend and clarify the terms of the Lease as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt of which is acknowledged, Landlord and Tenant hereby agree that the foregoing Recitals are true and correct, and hereby incorporate the Recitals in full into this Amendment, and further agree as follows:

1. Section 3 of the Lease is amended to include the following:

"Beginning on _____ 1, 2021 and thereafter, Tenant shall not be required to pay rent to Landlord for the use of the Premises. Landlord acknowledges that the consideration given by Tenant in exchange for this Lease is Tenant's obligations, as more particularly set

forth below, to maintain the Premises at its sole cost, thus likely reducing maintenance obligations and costs incurred by Landlord.”

2. Section 5 of the Lease is amended and restated as follows:

“5. **USE:** The Premises will be used in conjunction with the business being operated on Building Area 11 according to Plat recorded in Plat Book 13, Pages 22 through 22F, Public Records of Sumter County, Florida. Tenant shall comply and cause its subtenants to comply with all applicable laws in its use of the Premises, and shall not cause Landlord to become in violation of any applicable laws. Without limiting the foregoing, Tenant shall comply with (a) the American Disabilities Act of 1990, as amended, and ensure that Tenant’s use does not cause Landlord to violate the same, including without limitation with respect to remaining width of sidewalks and walkways adjacent to the Premises, and (b) all applicable laws related to consumption of alcoholic beverages on the Premises.”

3. Section 6.B of the Lease is amended and restated as follows:

“B. Tenant shall keep the following portions of the Premises in good repair, to the extent any of the following improvements are located within the Premises: roof, exterior walls, foundation, sanitary sewer and grease trap serving the business operating within the Premises, plumbing, heating, wiring, air conditioning, plate glass, windows and window glass, parking area, driveways, sidewalks, exterior decorating, interior decorating. Landlord shall not be liable to make any repairs or replacements to the Premises during the Lease Term.”

4. Section 15 of the Lease is amended and restated as follows:

“15. **EARLY TERMINATION:** Notwithstanding any other provision contained in this Lease, Tenant shall have the right to terminate this Lease by providing Landlord with thirty (30) days advance written notice. In addition, Landlord may terminate this Lease upon not less than thirty (30) days prior written notice to Tenant if, as a result of Tenant’s use of the Premises, Landlord receives a demand, claim, or other imposition from any governmental or regulatory authority having jurisdiction, and Tenant, within thirty (30) days of receiving notice of such imposition, fails to satisfy such imposition on Landlord’s behalf.

5. Other than as amended hereby, all other terms, covenants and conditions of the Lease shall remain in effect, and no covenant or condition of the Lease shall be deemed waived by any action or non-action in the past.

(signatures on next page)

Landlord and Tenant have executed this Amendment the day and year first written above. This Amendment may be executed electronically, and in any number of counterparts, each of which 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.

“LANDLORD”

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Richard Baier, District Manager

By: _____
Name: _____
Title: _____

“TENANT”

**VILLAGES/ACORN INVESTMENTS, LTD., a
Florida limited partnership**

BY: Villages/Acorn Commercial Partners, LLC,
a Florida limited liability company, its
Manager

By: The Villages Operating Company, a
Florida corporation, its Member

By: _____
Name: _____
Title: _____

By: Acorn Investments, LLC, a Florida
limited liability company, its
Member

By: _____
Name: _____
Title: _____



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Richard J. Baier, District Manager

DATE: 8/9/2021

SUBJECT: **Approval of Fiscal Year 2021/2022 Meeting Schedule**

ISSUE: Approval of Fiscal Year 2021/2022 Meeting Schedule

ANALYSIS/INFORMATION:

Annually, Staff requests that the Board approve their meeting schedule for the upcoming fiscal year and authorize Staff to publish. Staff has prepared the Board's schedule of meetings to be held on the second Monday at 1:30 p.m.:

October 11, 2021
November 8, 2021
December 13, 2021
January 10, 2022
February 14, 2022
March 14, 2022
April 11, 2022
May 9, 2022
June 6, 2022*
July 11, 2022
August 8, 2022
September 6, 2022*

*The June meeting date has been changed to June 6, 2022 to ensure the Board has the ability to approve the proposed budget prior to the June 15th deadline and the September meeting date has been changed to September 6, 2022 to ensure the Board has the ability to approve the final budget prior to the September 15th deadline.

The Board Meetings will be held at the SeaBreeze Regional Recreation Center, 2384 Buena Vista Boulevard, The Villages.

STAFF RECOMMENDATION:Staff recommends that the Board approve the Fiscal Year 2021/2022 Board Meeting schedule and authorize Staff to publish as necessary.

MOTION:Motion to approve the Fiscal Year 2021/2022 Board Meeting schedule and authorize Staff to publish as necessary.



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Mark LaRock, Purchasing Director; Kathy Godfrey, Buyer

DATE: 8/9/2021

SUBJECT: **Award of Invitation to Bid (ITB) #21B-037 Professional Porter Services for LSL/Market Square, Sunset Park and Live Oaks Park**

ISSUE:

Review and approval of award for Invitation to Bid (ITB) #21B-037 Professional Porter Services for LSL/Market Square, Sunset Park and Live Oaks Park. (*PWAC Consideration Item*)**

ANALYSIS/INFORMATION:

On June 24, 2021, staff issued ITB #21B-037 Professional Porter Services for LSL/Market Square, Sunset Park and Live Oaks Park. Work includes porter/janitorial services including waste removal, debris disposal around buildings and plant beds, and cleaning maintenance while also being available to provide additional services such as special events, emergency services, and specialty cleanup. Four (4) suppliers submitted bids. American Janitorial, Inc. was determined to be the lowest, most responsive and responsible bid submitted. American Janitorial, Inc. currently holds the contracts for janitorial services for various District Recreation Centers and District offices. Staff has checked references provided by American Janitorial, Inc. and positive responses were received.

The BID tabulation results are as follows:

SUPPLIERS	Annual Bid Total
American Janitorial, Inc.	\$149,693.00
Contractors Enterprises	\$160,000.00
Facility Resources	\$160,440.00
Ephesians210 Services Inc. dba Office Pride Commercial Cleaning Services	\$174,500.00

American Janitorial, Inc. will perform the SLCDD professional porter services for \$149,693.00 annually; of which the **PWAC portion will be \$3,600.00 annually (\$300.00/monthly) see Exhibit A.

If approved, the term of these Agreements for Services will be October 1, 2021 through September 30, 2024 with the option to renew for one (1), three (3) year period. Prices will remain firm and fixed for the initial term.

BUDGET IMPACT:

The FY21-22 Lake Sumter Landing Budget includes \$174,000.00 and the Project Wide Fund Budget includes \$3,600.00 for the identified porter services. Approval of ITB #21B-037 Professional Porter Services for LSL Market Square, Sunset Park and Live Oak Park for \$149,693.00 will result in an annual budgetary cost savings of \$27,907.00.

STAFF RECOMMENDATION:

Staff is requesting approval of award for ITB #21B-037 Professional Porter Services for LSL/Market Square, Sunset Park and Live Oaks Park to American Janitorial, Inc. in the annual amount of \$149,693.00 (12,474.42/monthly) based on the fixed and firm pricing reflected in Exhibit A.

MOTION:

Motion to approve a recommendation of award for #21B-037 Professional Porter Services for LSL/Market Square, Sunset Park and Live Oaks Park to American Janitorial, Inc. in the annual amount of \$149,693.00 (12,474.42/monthly) based on the fixed and firm pricing reflected in Exhibit A, and authorize the Chairman/Vice Chairman to sign the Agreement.

ATTACHMENTS:

Description	Type
☐ Agreement	Exhibit

**AGREEMENT FOR SERVICES BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND AMERICAN JANITORIAL, INC. FOR PROFESSIONAL
PORTER SERVICES FOR LSL/MARKET SQUARE, SUNSET PARK
AND LIVE OAKS PARK
ITB #21B-037**

THIS AGREEMENT is made this 9th day of August 2021, by and between **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "DISTRICT"), and effective on October 1st 2021, whose address is 984 Old Mill Run, The Villages, Florida 32162, and **AMERICAN JANITORIAL, INC.** (hereafter referred to as "CONTRACTOR/SUPPLIER"), whose address is 87 North Central Ave., Umatilla, FL 32784.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring professional porter services, and wishes to enter into a contract with a party capable of providing suitable porter services; and

WHEREAS, CONTRACTOR provides professional porter services for properties such as those owned or operated by the DISTRICT, and wishes to enter into a contract whereby the CONTRACTOR performs services for the DISTRICT in consideration of payments from the DISTRICT to the CONTRACTOR;

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

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 and labor required to be furnished and delivered for PROFESSIONAL PORTER SERVICES FOR LSL/MARKET SQUARE, SUNSET PARK AND LIVE OAKS PARK, Invitation to Bid (ITB) #21B-037, hereinafter referred to as ITB. Specifications and other contract documents, as defined in said ITB, and all other related documents cited in the above stated ITB 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 promptly notify the DISTRICT of any conditions beyond which negatively affect the nature or character of the Property, growth conditions, or that in any way prevent or hinder the maintenance obligations of the CONTRACTOR required by this Agreement. CONTRACTOR agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.
- 1.4 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.
- 1.5 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.
- 1.6 CONTRACTOR shall be responsible for adhering to all federal, state and local 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.

- 1.7 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.
- 1.8 CONTRACTOR shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- 1.9 As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and Florida Executive Order Number 11-02, CONTRACTOR must only employ individuals who are legally authorized to work in the United States of America. CONTRACTOR hereby is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons (including subcontractors) employed/assigned during the contract term by the contractor to perform work pursuant to this Agreement. To certify participation in the program, CONTRACTOR, and any subcontractors to the contractor, is required to sign an E-Verify CONTRACTOR/Subcontractor Affidavit. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the CONTRACTOR, solely, will be responsible and liable for any violations and or penalties associated with such violation.

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 ITB # 21B-037 as provided for in Exhibit "A" to this Agreement.
- 2.2 Invoices shall be submitted via email to accountspayable@districtgov.org for the services performed the preceding month. Payment by the DISTRICT will be made after the invoice has been received by the district per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.
- 2.3 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. **CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire Contract 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 Form(s)
- 3.4 Bidder's Certification
- 3.5 General Terms and Conditions
- 3.6 Scrutinized Companies
- 3.7 Drug Free Workplace Certificate
- 3.8 Statement of Contractor's Experience, Equipment & Personnel
- 3.9 E-Verify Contractor/Subcontractor Affidavit
- 3.10 Scope of Work / Specifications
- 3.11 Agreement for Services
- 3.12 Permits / Licenses
- 3.13 All Bid Addenda Issued Prior to Bid Opening Date
- 3.14 All Modifications and Change Orders Issued
- 3.15 Notice of Award / Notice to Proceed

4. **TERM**

The initial term of this Agreement shall be October 1, 2021 through September 30, 2024, with the option to renew for one (1) three (3) year period. Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety (90) day written notice of non-renewal. **The prices awarded by CONTRACTOR shall remain fixed and firm for the initial term of the Agreement.** At a minimum of six (6) months prior to the end of the initial term, CONTRACTOR may submit a request in writing to the DISTRICT to negotiate an increase or decrease to the current awarded pricing to become effective for the renewal period. **Any agreed upon negotiated price change shall remain firm for the remainder of the one (1) three (3) year renewal term.** No increase will exceed 5%.

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 ITB. The limit of liability for this coverage shall be a minimum combined single limit of \$1,000,000 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 contract as a result of this ITB, 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 ITB 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 Villages 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 (24 hours) after being notified by DISTRICT in writing or verbally 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 24 hour 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.

6.4 SATISFACTORY PERFORMANCE

6.4.1 It is estimated that the frequency and guidelines set forth in this Scope of Work will provide the quality desired. However, in the event it does not, CONTRACTOR agrees to provide such reasonable additional services without further compensation. Satisfactory performance of work under this contract shall be based on these maintenance specifications, as measured by the DISTRICT in its discretion.

6.4.2 The determination of satisfactory performance will be based upon the satisfactory appearance of the grounds, not whether anticipated projections of cycle frequencies have been performed. The appearance and quality of the grounds will be reviewed on a daily basis by the DISTRICT. CONTRACTOR performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

6.4.3 Any damage to DISTRICT property by the CONTRACTOR shall be repaired by the respective tradesmen initiated through the DISTRICT Representative so all warranties remain effective. All billing for said repairs will be directed to the CONTRACTOR responsible for said area and cost of repairs.

7. TERMINATION BY THE DISTRICT

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

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 Contract.

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 Contract 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 Contract price as reduced by the expenditures necessary to complete the job covered by this Contract.
- 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 Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the DISTRICT's Human Resources Department; however, 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 CONTRACTORS under this agreement may not be delegated without the prior written consent of the DISTRICT. The DISTRICT may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- 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 Contract Documents constitute the entire understanding and Contract between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Contract. The CONTRACTOR recognizes that any representations, statements, or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative.

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

- 8.9 It may become necessary that additional areas are to be routinely maintained under the same specifications, or as amended by the management or its representative. It is the intent to be able to add or delete areas as necessary with the related cost increases or decreases to be handled through the execution of an amendment to this Agreement. Cost increases or decreases will be based on the unit prices proposed by the CONTRACTOR as provide for in Exhibit "A" to this Agreement.
- 8.10 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- 8.11 Time is of the essence in the performance of this Contract. 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 Contract 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 Contract documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- 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 Contract Documents relative thereto and has read all the addenda furnished prior to the bid, 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 Contract Documents.
- 9.5 CONTRACTOR has given the District written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
- 9.6 CONTRACTOR declares that submission of a proposal for the work constitutes an incontrovertible representation that the CONTRACTOR has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- 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 Contract.
- 9.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted Respondent list.
- 9.9 Public Records Act/Chapter 119 Requirements: CONTRACTOR /Respondent agrees to comply with the Florida Public Records Act to the fullest extent applicable, and shall, if this agreement is one for which services are provided by doing the following:

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

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

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

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

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print Name

Print Title

Date

Attest

AMERICAN JANITORIAL, INC.

By: _____

Print Name

Print Title

Date

Attest

BID FORM

Sumter Landing Community Development District

Professional Porter Services for Lake Sumter Landing/Market Square,
Sunset Park and Live Oaks Park

DESCRIPTION – Porter Services	ANNUAL AMOUNT	
Porter Services for Lake Sumter Landing/Market Square & Sunset Park (SLCDD)	\$ 127,295.00	\$146,093.00
Porter Services for Live Oaks Park (PWAC PWF)	\$ 22,398.00	\$3,600.00
BID GRAND TOTAL	\$ 149,693.00	

After Hours Additional Services (if needed)

DESCRIPTION	HOURLY RATE (PER PORTER)
Special Events	\$ 18.00
Emergency	\$ 25.00
Specialty Cleanup	\$ 35.00

Bidder Approval

Initials: MC

Date: 7/30/21


NOTE(S):

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

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the 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 Agreement Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

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

Jeff Simmons, Vice President
Authorized Agent Name, Title (Print)


Authorized Signature

7/20/2021
Date

Name of Bidder's Firm:

American Janitorial, Inc. (AJI)

This document must be completed and returned with your Submittal



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Anne Hochsprung, Finance Director

DATE: 8/9/2021

SUBJECT: **Financial Statements**

ISSUE: Financial Statements as of June 30, 2021

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ Financial Statement	Cover Memo
▣ Cash & Investment Summary	Cover Memo



Financial Statement Summary

As of June 2021

Proprietary Fund

Revenues: Year to Date Revenues of \$58,594,000 including Sumter Landing Amenity Division (SLAD) and Sumter Landing Fitness Fund are greater than prior year-to-date (PY) of \$57,800,000 and are at 75% of the amended budgeted revenues of \$78,056,000. *(As of June 30, 75% of the year has lapsed)*

- Amenity and General Governmental Revenues include a total \$52,851,000 in SLAD owned amenity fees, golf fee and other lifestyle revenues of \$2,185,000 and developer-paid amenities of \$1,280,000. Amenity revenue increased over prior year due by an average 2% CPI adjustment; the District has received increased funding from the developer in the current year due to the growth of the developer-owned property in District 12 and 13. Revenue is at budget levels year to date.
- Miscellaneous revenue includes room rentals and other leases. Per the contractual agreement, SLAD received \$150,000 from the Villages Woodwork Club in support of the construction project.
- Investment earnings of \$1,315,000 (\$654,000 realized gains and \$661,000 unrealized gains) are greater than prior year earnings of \$910,000 and compare favorably to the annual budget earnings of \$290,000.

Expenses and Other Changes: Year to Date operating expenses of \$31,269,000 are less than prior year expenses of \$31,348,000. Current year to date spending is at 66% of the amended budgeted expenses of \$47,506,000.

- Management and Other Professional Services include management, technology, golf management and other professional service fees. Management fees have increased by a budgeted 2% increase and golf management fees have increased a budgeted 2% over prior year.
- Utility Services including electricity, irrigation and water and sewer expenses are greater than prior year to date and compare favorably to budget.
- Building, Landscape and Other Maintenance Expenses totaling \$9,650,000 compare favorably to prior year expenses are at 61% of amended budgeted expenses of \$15,718,000.
- Other Expenses include operating supplies, insurance and printing costs. These costs total \$1,996,000, are greater than prior year to date expenses, and are at 46% of amended budgeted expenses of \$4,374,000.
- Year-to-Date Capital Outlay expenses are for Mangrove Bridge Replacement, Brownwood Woodshop purchase, and Lake Miona Walking Trail. Fund transfer request was processed for Lake Miona Walking Trail.
- Debt Service consists of the annual SLAD bond principal payment of \$7,835,000 made on October 1, 2020 and year to date monthly interest payments totaling \$11,614,000.
- A total 1,763,000 has been transferred to the Committed Renewal and Replacement Fund.

Change in Unreserved Net Position: Year-to-Date increase in Net Position of \$2,948,000 is less than prior year to date increase of \$5,269,000. By year-end, based on the anticipated revenues and expenditures through year-end, the District will meet the budget reduction in Unreserved Net Position of (\$110,000).

Governmental Fund

Revenues: Year to Date Revenues of \$12,198,000, including Project Wide charges and Lake Sumter Landing (LSL) assessments, compare favorably to prior year of \$11,346,000 and are at 78% of budgeted revenues of \$15,689,000. *(As of June 30, 75% of the year has lapsed)*

- Project-wide assessments are collected monthly from the numbered districts, 5-13, Brownwood and Lake Sumter Landing Fund. These assessments have increased a budgeted 6% over prior year. Lake Sumter Landing's (LSL) assessment maintenance revenue is billed monthly to commercial owners to maintain the property. The LSL assessments are consistent with prior year.
- Miscellaneous income includes leases and Annual CPM Maintenance Agreements.
- Investment gains of \$367,000 (\$183,000 realized gains and \$184,000 unrealized gains) are greater than prior year to date earnings of \$211,000 and compare favorably to the annual budget earnings of \$79,000.

Expenses and Other Changes: Year to Date operating expenses of \$10,139,000 are greater than prior year expenses of \$9,598,000. Current year to date spending is at 65% of the amended budgeted expenses of \$15,660,000.

- Management and Other Professional services include management and technology fees, engineering and other professional fees. Management fees increased a budgeted 7% over prior year.
- Utility Services include Electricity and Irrigation Water expenses and year to date spending is at 67% of budgeted expenses of \$1,121,000.
- Building, Landscape and Other Maintenance Expenses totaling \$8,306,000 are greater than prior year expenses and are at 65% of amended budgeted expenses of \$12,786,000.
- Year-to-Date Capital Outlay expenses are for fence replacement and Wetland 99 equalization transfer pipe project. A budget carryforward and fund transfer requests were processed for \$144,000 in Infrastructure expenses.

Change in Unreserved Net Position

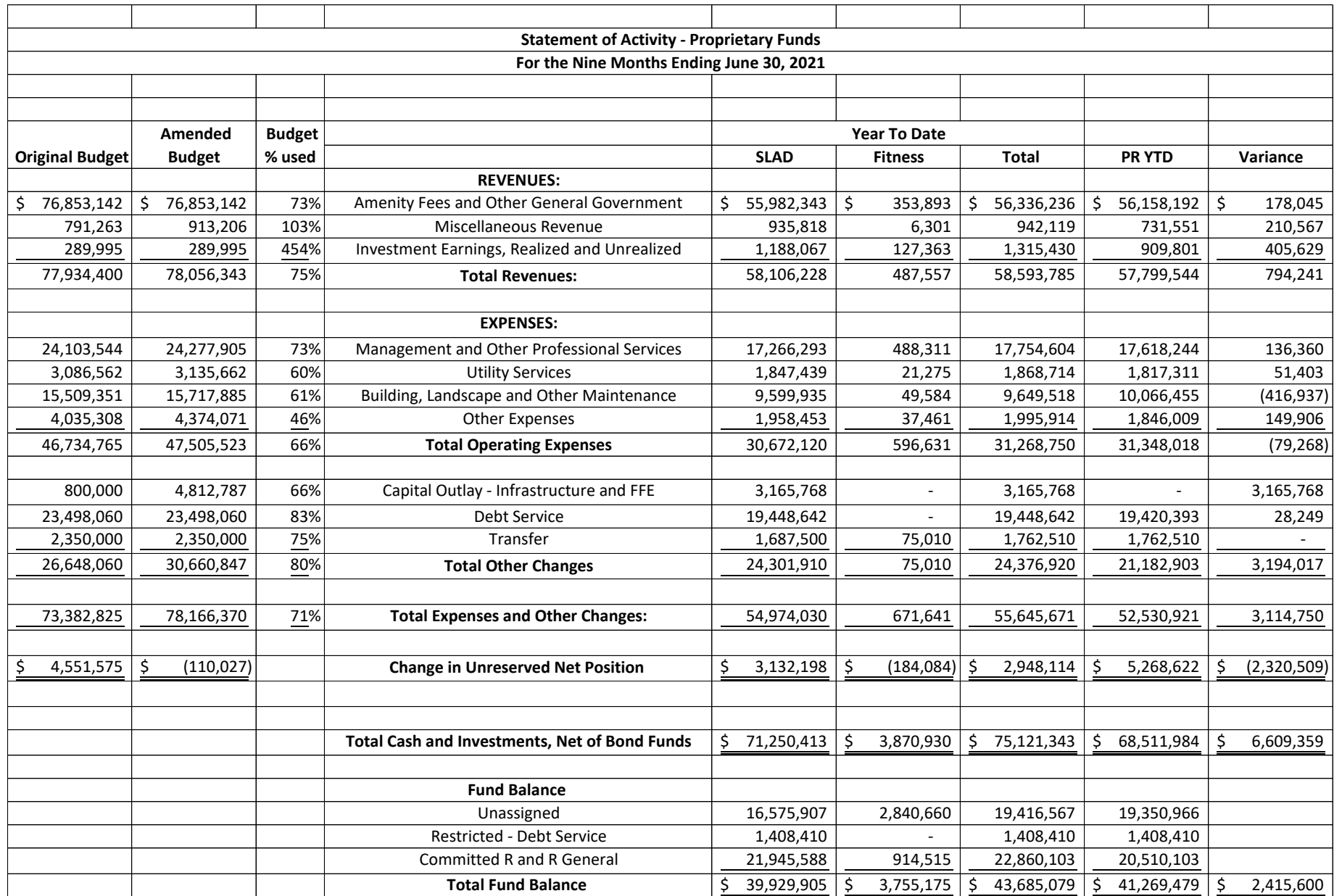
Year-to-Date Change in Net Position of \$1,622,000 is greater than prior year to date change of \$1,402,000. By year-end, based on the anticipated revenues and expenditures, the District will meet the budget reduction in Unreserved Net Position of (\$476,000).

Investment Earnings:

The following table outlines the current month and year to date earnings by investment category:

	CFB	FLCLASS	FL PALM	FL-FIT	VANGUARD	FLGIT **	LTIP **
Current Month	0.00%	0.08%	0.05%	0.45%	0.00%	1.34%	0.99%
Year-to-date	0.00%	0.14%	0.10%	0.41%	0.00%	0.39%	6.83%
Prior FY 2020	0.00%	0.26%	0.29%	0.52%	N/A	0.00%	6.43%

**** Rate listed is one month in arrears**





**Statement of Activity - Government Funds
For the Nine Months Ending June 30, 2021**

Original Budget	Amended Budget	Budget % used		Year To Date		Total	PR YTD	Variance
				Project Wide	LSL			
			REVENUES:					
\$ 15,525,947	\$ 15,525,947	75%	Charges for Services, Maintenance and Other Special Assessments	\$ 10,386,436	\$ 1,258,038	\$ 11,644,474	\$ 11,036,182	\$ 608,292
84,265	84,265	221%	Miscellaneous Revenue	157,834	28,729	186,563	98,438	88,125
79,109	79,109	464%	Investment Earnings, Realized and Unrealized	270,665	96,543	367,208	211,349	155,860
15,689,321	15,689,321	78%	Total Revenues:	10,814,936	1,383,310	12,198,246	11,345,969	852,277
			EXPENSES:					
1,715,159	1,722,259	62%	Management and Other Professional Services	774,937	296,024	1,070,961	1,008,825	62,136
1,121,408	1,121,408	67%	Utility Services	607,152	146,763	753,915	734,230	19,685
12,818,631	12,785,812	65%	Building, Landscape and Other Maintenance	7,555,165	750,442	8,305,608	7,834,369	471,239
30,800	30,800	28%	Other Expenses	2,345	6,305	8,650	20,877	(12,227)
15,685,998	15,660,279	65%	Total Operating Expenses	8,939,599	1,199,534	10,139,134	9,598,301	540,833
335,634	479,256	87%	Capital Outlay - Infrastructure and FFE	418,148	-	418,148	326,764	91,385
25,806	25,806	75%	Transfer	-	19,356	19,356	19,356	-
361,440	505,062	87%	Total Other Changes	418,148	19,356	437,504	346,120	91,385
16,047,438	16,165,341	65%	Total Expenses and Other Changes:	9,357,748	1,218,890	10,576,638	9,944,421	632,217
\$ (358,117)	\$ (476,020)		Change in Unreserved Net Position	\$ 1,457,188	\$ 164,420	\$ 1,621,608	\$ 1,401,548	\$ 220,059
			Total Cash and Investments, Net of Bond Funds	\$ 10,901,644	\$ 2,222,886	\$ 13,124,530	\$ 12,153,133	\$ 971,397
			Fund Balance					
			Unassigned	7,955,801	750,174	8,705,976	7,945,262	\$ 760,714
			Restricted - Lake Miona Cons Easement	-	-	-	15,124	(15,124)
			Committed R and R General	2,112,220	696,761	2,808,981	2,808,981	-
			Committed R and R Villa Roads	-	684,216	684,216	658,410	25,806
			Total Fund Balance	\$ 10,068,021	\$ 2,131,152	\$ 12,199,173	\$ 11,427,777	\$ 771,396



**CASH AND INVESTMENT SUMMARY
AS OF JUNE 30, 2021**

Fund Code	Account Name	Bank	Balance as of 10/1/20	Current Balance	Reconciled Yes/No
SUMTER LANDING AMENITIES DISTRICT (SLAD)					
431	Operating Cash	CFB	676,997.33	232,449.91	Yes
431	Cash Equiv - FLCLASS	FLCLASS	46,140,319.44	37,480,241.73	Yes
431	Cash Equiv - FL PALM	FLPALM	5,127,207.61	9,751,947.95	Yes
431	Cash-FL-FIT	FLFIT	3,686,429.40	3,697,148.24	Yes
431	Cash-VANGUARD	VAN	-	7,333,128.60	Yes
431	Cash - FLGIT	FLGIT	4,118,125.11	4,126,341.78	Yes
431	Cash - LTIP USB	USB	5,678,106.45	8,629,154.90	Yes
	Sub-total Checking		65,427,185.34	71,250,413.11	
431	Interest 2015	USB-SBA	1,146,084.94	594,448.19	Yes
431	Principal 2015	USB-SBA	1,835,303.01	1,426,372.21	Yes
431	TB Redemption 2015	USB-SBA		-	Yes
431	Reserve 2015	USB-SBA		-	Yes
431	Renew & Repl 2015	USB-SBA	271,760.25	272,147.16	Yes
431	Redemption 2015	USB-SBA		-	Yes
431	Sr Interest 2016	USB-SBA	6,256,555.29	3,196,347.12	Yes
431	Sr Principal 2016	USB-SBA	5,703,024.48	4,423,844.36	Yes
431	Sr Reserve 2016	USB-SBA		-	Yes
431	Renew & Repl 2016	USB-SBA	1,140,369.44	1,149,534.19	Yes
431	Sub Interest 2016	USB-SBA	720,877.26	365,637.23	Yes
431	Sub Principal 2016	USB-SBA	553,403.18	437,476.07	Yes
431	Sub Reserve 2016	USB-SBA		-	Yes
	Sub-total Debt Service		17,627,377.85	11,865,806.53	Yes
	TOTAL - SLAD		83,054,563.19	83,116,219.64	



**CASH AND INVESTMENT SUMMARY
AS OF JUNE 30, 2021**

SUMTER LANDING FITNESS (SL-FIT)					
434	Cash Operating	CFB	108,034.33	70,753.48	Yes
434	Cash Equiv - FLCLASS	FLCLASS	1,223,699.63	452,512.68	Yes
434	Cash Equiv - FL PALM	FLPALM	589,664.59	670,123.64	Yes
434	Cash-FL-FIT	FLFIT	807,914.63	810,263.73	Yes
434	Cash-VANGUARD	VAN	-	200,003.50	Yes
434	Cash FLGIT	FLGIT	853,396.88	856,259.87	Yes
434	Cash LTIP USB	USB	660,000.83	811,013.16	Yes
	Sub-total Operating		4,242,710.89	3,870,930.06	
	TOTAL - FITNESS		4,242,710.89	3,870,930.06	

LAKE SUMTER LANDING (LSL)					
131	Cash Operating	CFB	89,177.75	170,525.38	Yes
131	Cash Equiv - FLCLASS	FLCLASS	59,625.55	6,712.91	Yes
131	Cash-FL-FIT	FLFIT	837,901.10	840,337.40	Yes
131	Cash-FLGIT	FLGIT	602,849.48	604,871.97	Yes
131	Cash LTIP USB	USB	507,455.83	600,438.66	Yes
	Sub-total Operating		2,097,009.71	2,222,886.32	
	TOTAL - LSL		2,097,009.71	2,222,886.32	

SUMTER LANDING PROJECT-WIDE (PW)					
132	Cash Operating	CFB	129,006.79	101,423.14	Yes
132	Cash Equiv - FLCLASS	FLCLASS	3,115,343.21	3,288,128.41	Yes
132	Cash Equiv - FL PALM	FLPALM	109,158.41	1,394,035.48	Yes
132	Cash-FL-FIT	FLFIT	1,863,772.65	1,869,191.86	Yes
132	Cash-VANGUARD	VAN	-	567,009.94	Yes
132	Cash FLGIT	FLGIT	1,922,873.40	1,929,324.42	Yes
132	Cash LTIP USB	USB	1,372,878.75	1,752,530.33	Yes
	Sub-total Operating		9,497,033.21	10,901,643.58	
	TOTAL - PW		9,497,033.21	10,901,643.58	

Grand Totals

98,891,317.00	100,111,679.60
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AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM:

DATE:

SUBJECT: PWAC After Agenda

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ PWAC After Agenda	Cover Memo



Project Wide Advisory Committee
Monthly Board Meetings held at:
Savannah Recreation Center
1545 Buena Vista Blvd.
The Villages, Florida 32162

District 5 - Jerry Ferlisi, Primary; Jerry Knoll, Alternate
District 6 - Peter Moeller, Primary; Tom Griffith, Alternate
District 7 - Jerry Vicenti, Primary; Steve Lapp, Alternate
District 8 - Dennis Hayes (VC), Primary; Duane Johnson, Alternate
District 9 - Steve Brown, Primary; Don Hickman, Alternate
District 10 - Don Wiley (C), Primary; Ken Lieberman, Alternate
District 11 - Don Brozick, Primary; Phil Grayber, Alternate
District 12 - Jon Roudabush, Primary; Ron McMahon, Alternate
Brownwood CDD - Ken Stoff, Primary

AFTER AGENDA

August 9, 2021
8:30 AM

The District encourages citizen participation in the democratic process and recognizes and protects the right of freedom of speech afforded to all. As the Committee conducts the business of the District, rules of civility shall apply. District Committee Members, Staff members, and members of the public are to communicate respectfully. It is preferred that persons speak only when recognized by the Committee Chair and, at that time, refrain from engaging in personal attacks or derogatory or offensive language. Persons who are deemed to be disruptive and negatively impact the efficient operation of the meeting shall be subject to removal after two verbal warnings.

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

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

1. Call to Order
 - A. Roll Call – A representative was present from Districts 5 – 11 and BCDD. District 12 was not in attendance.
 - B. Pledge of Allegiance
 - C. Observation of Moment of Silence
 - D. Welcome Meeting Attendees
 - E. Audience Comments – **No audience comment was received.**

Project Wide Fund

NEW BUSINESS:

2. Approval of the Minutes

Approval of the Minutes for the Meeting held on July 12, 2021 – **The Committee approved.**

3. Approval of Fiscal Year 2021/2022 Meeting Schedule

Approval of Fiscal Year 2021/2022 Meeting Schedule – **The Committee approved.**

4. Amendment Four to the Amended and Restated Management Agreement with The Villages Land Operating Company, LLC

Review and approval to present Amendment Four to the Reassigned Amended and Restated Management GMS Agreement with The Villages Land Operating Company, LLC to the Sumter Landing Community Development District. – **Staff responded to inquiries of the Committee. The Committee approved recommendation to the SLCDD Board; however, following discussion on Item No. 5, the Committee made a motion to reconsider Item No. 4, followed by a motion to address Item No. 4 at the September meeting.**

5. Amendment Four to the Amended and Restated Janitorial Agreement for Services with The Villages Land Operating Company, LLC

Review and approval to present Amendment Four to the Reassigned Amended and Restated Agreement for Services – Janitorial GMS Agreement with The Villages Land Operating Company, LLC to the Sumter Landing Community Development District Board. – **The Committee tabled the item and requested Staff to request justification on the increase in labor portion. The item will be placed on the September agenda following further clarification provided to the Committee.**

6. Award of Invitation to Bid (ITB) #21B-030 Water Fountain and Feature Maintenance

Review and approval to present a recommendation of award for Invitation to Bid (ITB) #21B-030 Water Fountain and Feature Maintenance to the Sumter Landing Community Development District Board. – **The Committee approved recommendation to the SLCDD Board.**

7. Award of Invitation to Bid (ITB) #21B-037 Professional Porter Services for LSL/Market Square, Sunset Park and Live Oaks Park

Review and approval to present a recommendation of award for Invitation to Bid (ITB) #21B-037 Professional Porter Services for LSL/Market Square, Sunset Park and Live Oaks Park to the Sumter Landing Community Development District Board. **The Committee approved recommendation to the SLCDD Board.**

OLD BUSINESS:

8. Old Business Status Update - PWF

Old Business Status Update – PWF - August 9, 2021

9. Capital Projects Update - July 2021
Capital Projects Update - July 2021
10. Estimated FY21-22 Allocation with Project Wide S of SR44
For Information Only: Estimated FY21-22 Project Wide Allocations with new Project Wide - South of SR44

INFORMATIONAL ITEMS ONLY:

11. Financial Statement
Financial Statement as of June 30, 2021

Sumter Landing Amenities Division Fund

NEW BUSINESS:

12. Amendment Four and Renewal One to Kingfisher and Fairwinds Executive Golf Courses & Landscape Maintenance with BrightView Golf Maintenance, Inc.
Review and approval to present Amendment Four and Renewal One to the Agreement with BrightView Golf Maintenance, Inc. for Golf Course and Landscape Maintenance for Kingfisher and Fairwinds Executive Golf Courses to the Sumter Landing Community Development District Board. – **The Committee approved recommendation to the SLCDD Board.**

OLD BUSINESS:

13. Old Business Status Update - SLAD
Old Business Status Update – SLAD -August 9, 2021
14. Capital Projects Update - July 2021
Capital Projects Update - July 2021

INFORMATIONAL ITEMS ONLY:

15. Financial Statement
Financial Statement as of June 30, 2021

REPORTS AND INPUT:

16. District Manager Reports
 - A. COVID-19 Update
 - B. VPSD Update
17. District Counsel Reports
18. Supervisor Comments

- A. Chairman Wiley: Consideration to install lighting at Hillsborough Postal Facility. – The Committee requested the installation of lighting discussion be tabled until the September meeting to allow Staff to determine what postal facilities current have lighting vs. no lighting.

19. Adjourn – The meeting was adjourned at 10:12 a.m.



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM:

DATE:

SUBJECT: COVID-19 Update

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM:

DATE:

SUBJECT: VPSD Update

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION: