



*District 1 - Carl Bell, Chairman
District 2 - Ann Forrester, Vice Chairman
District 3 - John Wilcox
District 4 - Don Deakin
Lady Lake/Lake Co. - Lowell Barker
VCCDD Board - Gary Moyer*

***Amenity Authority Committee
Monthly Board Meetings are held at:
Savannah Regional Recreation Center
1545 Buena Vista Blvd. The Villages, FL 32162
The Villages, Florida 32162***

AGENDA

August 9, 2017
9:00 AM

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

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

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

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, 2017.
3. Approval of Fiscal Year 2017/2018 Meeting Schedule
Approval of Meeting Calendar for Fiscal Year 2017/2018 for the Amenity Authority Committee.
4. Recommend Approval of Encroachment Agreements
Recommend approval of Encroachment Agreements with residential property owners of 1251, 1253, and 1255 Granada Court to the Village Center Community Development District.
5. Annual Renewal of Agreements
The review and approval to present the annual agreement renewals to the Village Center Community Development District (VCCDD)

6. Amended and Restated Management Agreement between the Village Center Community Development District and Golf Management Solutions, LLC

The request for authorization to present the Amended and Restated Management Agreement between Village Center Community Development District (VCCDD), and Golf Management Solutions, LLC, (GMS) to the Village Center Community Development District Board of Supervisors for approval.

7. Request Authorization to present Amendment One to the Management Services Agreement with Golf Management Solutions, LLC for the Director of Executive Golf Course Maintenance Position
Review, discussion and approval to present Amendment One to the Management Services Agreement between the VCCDD and Golf Management Solutions, LLC for the Director of Executive Golf Course Maintenance Position to the Village Center Community Development District Board of Supervisors for approval

NEW BUSINESS:

8. First Baptist Church Fellowship Hall and Property
Consideration of and direction to staff regarding the Purchase of the First Baptist Church Fellowship Hall and Property.
9. Ownership and Maintenance Responsibility of the Power Corridor Trail
Discussion and direction regarding ownership and maintenance responsibility of the Power Corridor Trail.

OLD BUSINESS:

10. Old Business Status Update
Old Business Status Update - August 9, 2017
11. Capital Projects Update
The Capital Projects Update will be provided to the Committee at the meeting.

INFORMATIONAL ITEMS ONLY:

12. VCCDD Financial Statements
 - A. VCCDD Budget to Actuals as of June 30, 2017
 - B. Interest Allocation as of June 30, 2017
13. RAD Fund: Capital Project Work Plan
Fiscal Year 2016-17 RAD Fund: Capital Project Work Plan - August

REPORTS AND INPUT:

14. Staff Reports
 - A. Reminder: AAC Budget Workshop to be held on Wednesday, August 23, 2017 at 1:30 p.m. in the District Office Board Room
15. District Counsel Reports
16. Supervisor Comments
17. Adjourn

HOSPITALITY * STEWARDSHIP * CREATIVITY * HARD WORK

NOTICE

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. Audio recordings of Board meetings, workshops or public hearings are available for purchase per Florida Statute 119.07 through the District Clerk for \$1.00 per CD requested. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (352) 751-3939 at least five calendar days prior to the meeting.



AGENDA REQUEST

TO: Amenity Authority Committee
FROM: Jennifer McQueary, District Clerk
DATE: 8/9/2017
SUBJECT: **Approval of the Minutes**

ISSUE: Approval of the Minutes for the Meeting held on July 12, 2017.

ANALYSIS/INFORMATION:

Staff requests approval of the Minutes for the Meeting held on July 12, 2017.

STAFF RECOMMENDATION: Staff recommends approval of the Minutes for the Meeting held on July 12, 2017.

MOTION: Motion to approve the Minutes for the Meeting held on July 12, 2017.

ATTACHMENTS:

Description	Type
▣ 7-12-17 Minutes	Cover Memo

MINUTES OF MEETING AMENITY AUTHORITY COMMITTEE

A Meeting of the Amenity Authority Committee was held on Wednesday, July 12, 2017 at 9:00 a.m. at the Savannah Regional Recreation Center, 1545 Buena Vista Boulevard, The Villages, Florida, 32162.

Committee members present and constituting a quorum:

Carl Bell	Chairman
Ann Forrester	Vice Chairman
John Wilcox	Committee Member
Don Deakin	Committee Member
Lowell Barker	Committee Member

Staff Present:

Janet Tutt	District Manager
Grant Watson	District Counsel
Diane Tucker	Administrative Operations Manager
Barbara Kays	Budget Director
John Rohan	Director of Recreation, Parks & Executive Golf
Sam Wartinbee	District Property Management Director
Brittany Wilson	Assistant to District Manager
Jennifer McQueary	District Clerk
Candice Lovett	Deputy District Clerk

FIRST ORDER OF BUSINESS:

Call to Order

A. Roll Call

Chairman Bell called the meeting to order at 9:00 a.m. and stated for the record that all five (5) Committee Members were present. Gary Moyer was absent.

B. Pledge of Allegiance

The Chairman led the Pledge of Allegiance.

C. Observation of a Moment of Silence

The Committee and all those in attendance observed a moment of silence for those who have served our Country and community.

D. Welcome Meeting Attendees

Chairman Bell welcomed the residents in attendance

E. Audience Comments

Jim Stickel, Village of Greenbriar, stated that there are not many safe places for pedestrians to traverse and believes the District should establish a protocol that can be communicated to residents identifying which user of the paths/roadways have the right-of-way.

Chairman Bell stated that it is outside of the District's purview to establish a protocol for use of the paths/roadways.

Don Deakin stated the District established a "SHARE the Path" campaign for users of the multi-modal paths and suggested that the Recreation Department could establish a protocol which could assist in addressing the conflict pedestrians incur on the paths/roadways. Janet Tutt, District Manager, stated that the District will not prepare a protocol for use of roadways because, if the District were to prepare a protocol, the District then takes on the liability for infrastructure, such as the roadways, that does not fall under the purview of the District. Supervisor Deakin suggested that a protocol could be established for the multi-modal paths that fall under the purview of the District. Ms. Tutt stated the District did establish the SHARE campaign for use of the paths, which does not provide preferential treatment to any specific user.

CONSENT AGENDA:

Chairman Bell 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 Committee Member or a member of the public.

On MOTION by Ann Forrester, seconded by Lowell Barker, with all in favor, the Committee took the following action on the items included on the Consent Agenda: SECOND ORDER OF BUSINESS: Approval of the Minutes for the Meeting held on June 7, 2017.

THIRD ORDER OF BUSINESS: Recommendation of approval of Change Orders #1 and #2 for ITB #16B-031 – Landscape and Irrigation Renovations at the Chula Vista Recreation Center to Down to Earth Landscape, LLC in the amount of \$141,153.53 to the Village Center Community Development District Board.

FOURTH ORDER OF BUSINESS: Recommendation of award of Bid (ITB) #17B-026 – Fencing - 2, 3 & 4 Board Installation, Repairs and Painting to Daves Fencing

and Painting, Inc. based on unit prices reflected in Exhibit A to the Village Center Community Development District Board.

FIFTH ORDER OF BUSINESS: Recommendation of award of Bid (ITB) #17B-030 – Bunker Sand Replenishment Program – Saddlebrook to Landirr, Inc. for a total amount of \$28,622.70 to the Village Center Community Development District Board.

SIXTH ORDER OF BUSINESS: Old Business Status Update

A status update on the following Old Business items:

- Available property for additional recreation facilities: Grant Watson, District Counsel, advised that at the direction of the Committee, letters have been sent to the private property owners who reside near the Rio Grande property and is now awaiting feedback. Thus far, acknowledgement of receipt has been provided by one property owner and an update will be provided as the responses are received.

Ms. Tutt advised the Committee that she was approached by the First Baptist Church of The Villages, located on CR 42, regarding the District's possible interest to purchase the fellowship hall and surrounding 10 acres. The leadership group of the Baptist Church advised District Staff that they would like to offer to sell the property to the Village Center Community Development District (VCCDD) for \$1.5 million. The District's appraisal of the property received three (3) years ago was \$1.2 million the church's appraisal was within \$15,000 of that. Ms. Tutt stated that area has seen significant changes with the construction of the villa units and commercial properties in those three (3) years and believes the changes would have an impact if a new appraisal was completed. The purchase price of \$1.5 million would include the 10 acres, and the fellowship hall facility and the District would have to gain access of the roadway that leads to the fellowship hall. The necessary infrastructure is in place at this location; unlike at the 40 acres on property on CR 42, which would be a great expense to install and gain County approval for. In consideration of the District's previous attempts to obtain additional property this property seems to be a promising alternative. Ms. Tutt stated that the private properties near Rio Grande will have significant issues to overcome to achieve the purchase and there have been resident concerns raised about the additional traffic on Rio Grande and the surrounding roadways. Ms. Tutt stated it would be Staff's recommendation that the Committee give serious consideration to the Baptist Church property in its quest to obtain additional property for outdoor recreation.

Chairman Bell requested clarification of vehicular access to the Baptist Church property. Ms. Tutt advised that vehicle access would be from CR 42 and believes the purchase would result in the District taking over ownership and maintenance responsibility of the access road, although the church would have the ability to utilize a portion of the roadway to access the east side of the church. Golf cart traffic would continue to gain access at the golf cart gate.

Vice Chairman Forrester inquired if there would be an additional cost for the roadway. Ms. Tutt stated that she believes if the District would be willing to take over ownership and maintenance responsibility of the roadway that it would not be an issue.

Ms. Tutt stated that when the previous discussions about purchasing this property had occurred, The Villages of Lake-Sumter (VLS) had offered to provide the funds to construct a pool on the Baptist Church property instead of constructing a pool in Soulliere Villas. Staff has communicated with VLS and inquired if that offer would still be available and was advised that VLS is in favor of proceeding, although there could be a challenge with the timing, because the Baptist Church will begin construction of the new fellowship hall at the end of the summer but would have to continue to occupy the existing fellowship hall until construction was completed. However, Staff would suggest that if the Committee is interested in purchasing the property it proceed, and not wait until the fellowship hall is available for use, so that the construction of the pool can be achieved. Ms. Tutt stated that the Developer also discussed incorporating improved design aspects for the construction of a pool at the Baptist Church property.

Chairman Bell inquired if the Board has a month to consider the purchase. Ms. Tutt stated that Staff was not going to request action at today's meeting; however, if the Committee is interested, Staff can work with the Baptist Church Representatives to obtain additional details.

Vice Chairman Forrester advised that Staff had previously advised that the cost to develop Rio Grande would be approximately \$2.8 million; whereas, the Baptist Church property can be purchased with the fellowship hall on the property, for \$1.5 million, although the District would then have to construct whatever recreation it chooses to proceed with. Vice Chairman Forrester stated that she believes the purpose for this property should be to offer unique types of recreation activities or recreation activities that residents are requesting, not for duplication of meeting rooms or existing recreation activities, and this would give the Committee an opportunity to expand what can be provided.

Lowell Barker stated that he would like to be assured as to what utilities are on the property to ensure that a swimming pool can be constructed.

John Wilcox stated that he believes the Baptist Church property is a great opportunity and it would allow the Committee to proceed with a number of activities that have been identified by the residents. Additionally, access to the Baptist Church property has not received the number of concerns that the Rio Grande or the CR 42 properties have.

Chairman Bell suggested that this item be included on the August 9, 2017 agenda, encouraged the Committee Members to contact Staff so that they can individually review the property and the facility and requested that Staff provide an engineering review of the property, an update of what it would cost to obtain ownership of the roadway and the anticipated maintenance that will be needed.

Mr. Deakin clarified for the audience's information, that the Committee was not the entity that chose not to proceed with the purchase of the Baptist Church property. Mr. Deakin stated that he is happy the Baptist Church has decided to sell the property to the District, but it would not be his first choice, the 40 acres on CR 42 would be, but he understands the many challenges of that property, including the cost. Mr. Deakin stated he that concurs with Vice Chairman Forrester's comments and believes that there are many things that can be done new and different, similar to how recreation in the Village of Fenney has been constructed, but also suggested that croquet, lawn bowling and platform tennis be considered for this location. A large amount of due diligence was completed for this property previously and stated that vehicle access to the location is available via Clearview Avenue.

Mr. Deakin requested a more detailed timeline be provided so that the Committee is aware of what would have to occur to ensure the Developer's timeline can also be met.

Chairman Bell stated the request to Staff would be to provide the additional information including a timeline, engineering study and road use information. The Committee provided concurrence to Staff to proceed.

Ms. Tutt cautioned that Staff would not come back to this Committee with a recreation usage plan, but instead would utilize the standard due diligence process to gain resident input, requests and feedback.

Vice Chairman Forrester clarified that the Committee has not determined that it is proceeding with the purchase as of yet and that this facility would not be for the use for once specific area, but for all residents of The Villages.

Ms. Tutt suggested that the District continue the process of receiving responses from the private property owners of the Rio Grande property, but no additional review will be completed until further information is received. The Committee concurred.

- Church of Christian Faith request: The Agreement to Purchase the portion of District property has been forwarded to the Church of Christian Faith with the proposed price of \$8,600. A status update will be provided at the August meeting.
- Acceptance of ownership/maintenance responsibility for Oregon Avenue: The title work has just been received by District Counsel and Scott Gerken of Stone and Gerken has advised that there are some questions on the title of the property. Staff will discuss with Mr. Gerken and provide as status update to the Committee.
- Installation of chair lift at Saddlebrook Pool: The installation of the chair lift has been completed.
- Maintenance concerns at Silver Lake Recreation Center: The maintenance concerns at the Silver Lake Recreation Center have been addressed. The replacement of the billiard stools had been budgeted to occur in Fiscal Year 2017/2018.
- Request to renovate Mulberry Trail: Staff is requesting additional discussion from the Committee.

Chairman Bell stated that the question before this Committee is whether to reconstruct the existing Springdale/Mulberry Trail into a multi-modal path, and would suggest that if this Committee chose to proceed in that direction, that the Village Community Development District (VCDD) No. 4 Board should assume responsibility for ongoing maintenance of that path. Chairman Bell stated if District 4 chose to take ownership of that trail and then provided the AAC with permission to upgrade the multi-modal path, this Committee could then decide what period of time it would like to proceed with the reconstruction.

Mr. Deakin stated that the letter submitted to the AAC by the District 4 Board did state that if the Committee agreed to reconstruct the Springdale Trail into a 16.5 foot wide multi-modal path then the

District 4 Board would assume ongoing maintenance. Ms. Tutt clarified that Chairman Bell's comment referred to the ownership of the path being turned back over to District 4.

Chairman Bell suggested that District 4 consider accepting ownership of the Springdale Trail and if the Board chooses to agree, provide a letter to the Committee so that the trail ownership can be turned over to District 4.

Vice Chairman Forrester requested that Staff provide the Committee with the costs to resurface the existing trail versus reconstruction into a multi-modal path. Ms. Tutt stated that cost estimates previously provided did not include ancillary costs and Staff will provide the total cost to the Committee once District 4 has agreed to accept ownership of the existing trail.

- Decorative water features and illumination alternatives: Chairman Bell stated that he has asked Staff to provide the Committee with an overview of what fountains, sprays and illumination currently exists so that a comprehensive review can be completed at the August 9, 2017 meeting.

SEVENTH ORDER OF BUSINESS:

Capital Project Update

Ms. Tutt provided an update on the following capital projects:

- Hacienda Trail & Other Multi-Modal Paths North of CR 466: The award of Request for Proposal (RFP) for Multi-Modal Path Renovations to SSS down to Earth OPCO II, LLC was approved on June 7, 2017 by the AAC and VCCDD. The estimated project costs include a line item for reimbursement from The Villages Operating Company for landscape and irrigation upgrades on championship golf course property. The project will be completed in phases and will take 180 days. Phase I of the project began on June 27, 2017. The first phase of the project includes the multi-modal path between Panama Place and Soledad Way along the Hacienda Hills Championship Golf Course. Residents are encouraged to use caution and adhere to all directional signage. The estimated cost is \$2,432,597.
- Saddlebrook Village Recreation Center: During the June 7, 2017 meeting, the AAC directed Staff to purchase and install a handicap accessible chairlift at the Saddlebrook Pool. To accomplish this, \$9,000 was added to the total project cost. The exterior and interior finishes to the building are substantially complete. Staff is working on addressing punch list items and installing any FF&E that District Property Management is responsible for. The Grand Opening

of the facility is scheduled to take place on July 28, 2017 at 10:00 a.m. The estimated total cost is \$1,631,000.

EIGHTH ORDER OF BUSINESS: Springdale Trail Exercise Equipment

John Rohan, Director of Recreation, Parks and Executive Golf, stated that the District has been advised by Duke Energy that the fitness equipment purchased for the Springdale Fitness Trail cannot be installed under the power corridor. Following the success of the usage of the fitness equipment installed at the Rohan Regional Recreation Center, Staff recognized that the Mulberry Regional Recreation Center would be an ideal location and Staff is recommending that the new fitness equipment be installed along the walking path near the pickleball courts and green space.

Chairman Bell stated that he believes the Mulberry Regional Recreation Center is a great location for the fitness equipment.

Vice Chairman Forrester stated that she has visited the Springdale Fitness Trail on several occasions and has not witnessed people using the equipment and believes the fitness equipment will be much more visible at the Mulberry Regional Recreation Center.

Mr. Deakin suggested that the Committee request feedback from the residents before installing the equipment at Mulberry Regional Recreation Center or, if the Committee proceeds with the purchase of the Baptist Church property, consider installing the equipment at the location.

Chairman Bell stated that if the fitness equipment is received well at Mulberry, additional equipment could be purchased for the church property.

Ms. Tutt stated that Staff is providing the recommendation to install the fitness equipment at the Mulberry Regional Recreation Center after the positive feedback received from users at the Rohan Regional Recreation Center. Additionally, the installation of the fitness equipment at the Mulberry Regional Recreation Center will allow Recreation Center Staff to more closely monitor the equipment.

Mr. Rohan stated that not knowing the timeline for the potential purchase and construction of the Baptist Church Property, if the fitness equipment is well received at Mulberry, it provides an additional recreation opportunity at the new location. Also, having the existing parking, restrooms and water fountains at Mulberry Regional Recreation Center is a benefit for the users.

The Committee provided a consensus to proceed with the fitness equipment at the Mulberry Regional Recreation Center.

NINTH ORDER OF BUSINESS: VCCDD Financial Statements

The VCCDD Recreation Amenities Division (RAD) associated Budget to Actual Statements and Interest Allocation as of May 31, 2017 was provided to the Committee as information.

TENTH ORDER OF BUSINESS: RAD Fund: Capital Project Work Plan

The Fiscal Year 2016/2017 RAD Fund Capital Work Plan has been provided to the Committee as information.

ELEVENTH ORDER OF BUSINESS: Addition of the “Parks” to Recreation Department Title

Chairman Bell stated that while this Committee has no oversight over the addition of “Parks” to the Recreation and Parks Department, he would like the Committee to endorse the change to the department’s title.

Mr. Barker inquired what benefit the addition of “Parks” would provide.

Chairman Bell stated the addition of “Parks” will provide the greater visibility to parks that are throughout the community.

The Committee concurred with Chairman Bell’s endorsement and applauded the change.

TWELFTH ORDER OF BUSINESS: Staff Reports

A. Hurricane Preparedness

Lt. Longacre of The Villages Public Safety Department (VPSD) provided an overview of what residents can do to prepare themselves in case of a hurricane or other significant weather event, which included items such as: creating a Family Disaster Plan, have the recommended 3 days of food and water on hand, have a checklist of important steps to take before, during and after a disaster, ensure vital prescription drugs are on hand, have batteries and flashlights and the use of an outdoor grill, with fuel, in case power is lost. Lt. Longacre advised that tape will not stop windows from breaking and the best course of action would be to temporarily shutter the windows for protection. Also, it is not

recommended to open windows during a wind event because that can add pressure in the home and could result in major damage to the roof. Lt. Longacre advised that evacuations in Central Florida are very rare and would typically only occur in manufactured homes and low lying areas.

Mr. Deakin stated he believes the installation of temporary window protection requires Architectural Review Committee (ARC) approval, because it is an exterior improvement, and that the type of covering that would be allowed has been determined. Ms. Tutt stated the window coverings referred to are temporary and would not require ARC approval. Mr. Deakin inquired if there were specific external window coverings that were approved, which could be utilized by seasonal residents. Ms. Tutt stated that Staff will inquire with the Deed Compliance Department.

The Committee thanked VPSD for their efforts on behalf of the residents.

B. Saddlebrook Recreation Center Ribbon Cutting

Chairman Bell stated that this item was previously addressed.

THIRTEENTH ORDER OF BUSINESS: District Counsel Reports

Mr. Watson advised that there were no further District Counsel reports.

FOURTEENTH ORDER OF BUSINESS: Supervisor Comments

Mr. Deakin stated that Chairman Bell previously addressed the topic of electronic/computer access at the recreation centers and inquired if the Committee was going to address this item during today's meeting.

Chairman Bell stated that the Committee approved the additional Wi-Fi capabilities at Hacienda Regional Recreation Center, which is working very well. Ms. Tutt advised that computer access will be discussed during the budget process.

Vice Chairman Forrester thanked Staff for their diligent efforts on behalf of the residents and specifically the reduction in costs for the Hacienda Multi-Modal Path project.

A. MMPDG After Agenda

Chairman Bell advised that he was unable to attend the Multi-Modal Path Discussion Group (MMPDG) met on June 29, 2017 but an After Agenda from the meeting was provided.

Chairman Bell stated that he met with Staff to review the fiber optic related costs and inquire if the District should consider owning the optic fiber, but was advised by Staff that it would be a 15 year return on the district's investment so no further action will be taken.

Chairman Bell stated that he has received concerns about white crosses in residents' front yards and stated that he does not believe installing a cross on the exterior of the home or hanging a flag would violate the District's deed restrictions.

FIFTEENTH ORDER OF BUSINESS: Adjourn

The Committee adjourned the meeting at 10:07 a.m.

On MOTION by Ann Forrester, seconded by John Wilcox, with all in favor, the Committee adjourned the meeting.

Janet Y. Tutt
Secretary

Carl Bell
Chairman



AGENDA REQUEST

TO: Amenity Authority Committee
FROM: Janet Y. Tutt, District Manager
DATE: 8/9/2017
SUBJECT: **Approval of Fiscal Year 2017/2018 Meeting Schedule**

ISSUE:

Approval of Meeting Calendar for Fiscal Year 2017/2018 for the Amenity Authority Committee.

ANALYSIS/INFORMATION:

Annually, Staff requests that the Committee approve their meeting schedule for the upcoming fiscal year and authorize Staff to publish. Staff has prepared the Committee's schedule of meetings to be held on the Wednesday before the second Friday of the month at 9:00 a.m. and the dates are as follows:

October 11, 2017
November 8, 2017
December 6, 2017
January 10, 2018
February 7, 2018
March 7, 2018
April 11, 2018
May 9, 2018
June 6, 2018
July 11, 2018
August 8, 2018
September 12, 2018

Meetings are held at the Savannah Regional Recreation Center, Ashley Wilkes Room, 1545 Buena Vista Boulevard, The Villages, Florida 32162

STAFF RECOMMENDATION:

Staff recommends that the Board approve the Amenity Authority Committee Fiscal Year 2017/2018 meeting schedule and authorize staff to publish.

MOTION:

Motion to approve the Amenity Authority Committee Fiscal Year 2017/2018 meeting schedule and authorize staff to publish.



AGENDA REQUEST

TO: Amenity Authority Committee

FROM: Janet Y. Tutt, District Manager

DATE: 7/12/2017

SUBJECT: **Recommend Approval of Encroachment Agreements**

ISSUE: Recommend approval of Encroachment Agreements with residential property owners of 1251, 1253, and 1255 Granada Court to the Village Center Community Development District.

ANALYSIS/INFORMATION:

At the April 6, 2016 Meeting, the Amenity Authority Committee (AAC) approved Kimley-Horn & Associates (KHA) Individual Project Order (IPO) 25 to complete the reconstruction of the Hacienda Trail and other portions of multi-modal paths. As part of the reconstruction project, KHA and the landscape architect worked to develop project plans that included improvements to certain landscaping and irrigation systems. During this process, it was identified that certain improvements would encroach on three residential properties located at 1251, 1253 and 1255 Granada Court.

Staff subsequently communicated with the property owners and worked with legal counsel to develop an Encroachment Agreement (Agreement). The Agreement provides that the property owner grants the right for the District to encroach on their property to the extent identified in the legal descriptions (included as attachments), and agrees to permit access to the District and its subcontractors for maintenance and repair. The District agrees to maintain the landscape vegetative hedge and irrigation at its expense, to not expand the encroachment, and to record the Agreement in the Public Records of Lake County, FL.

STAFF RECOMMENDATION:

Staff recommends the Amenity Authority Committee (AAC) recommend approval of the Encroachment Agreements to the Village Center Community Development District (VCCDD) and authorize Staff to file the Agreements in the Public Records of Lake County, FL subject to the Agreements being executed by the residential property owners.

MOTION:

Motion to recommend approval of the Encroachment Agreements to the Village Center Community Development District (VCCDD) and authorize Staff to file the Agreements in the Public Records of Lake County, FL subject to the Agreements being executed by the residential property owners.

ATTACHMENTS:

Description	Type
▣ 1251 Granada Court Encroachment Agreement	Cover Memo
▣ 1253 Granada Court Encroachment Agreement	Cover Memo
▣ 1255 Granada Court Encroachment Agreement	Cover Memo
▣ Legal Description of Enroachments	Cover Memo

This instrument prepared by/return to:
Lewis W. Stone/mal
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, FL 32757

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made this _____ day of June, 2017, by and between VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, a community development district created pursuant to Chapter 190, Florida Statutes, as amended, whose address is 984 Old Mill Run, The Villages, FL 32162 (hereinafter referred to as "District"), and BEN BOOKER and BOBBIE BOOKER, a/k/a BOBBIE M. RIGBY BOOKER, whose post office address is 1251 Granada Court, Lady Lake, FL 32159 (hereinafter referred to as "Booker").

RECITALS

WHEREAS, Booker is the fee simple owner of that certain real property located at 1251 Granada Court, Lady Lake, FL 32159, more particularly described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the District is the fee simple owner of that certain real property described in Exhibit "B" attached hereto (the "District Property"); and

WHEREAS, the District is planning to enhance the multi-modal path that currently exists on the District Property. The improvements will include a vegetative hedge and irrigation system as shown on the Multi Use Trail Reconstruction Landscaping and Irrigation Improvements plan attached hereto as Exhibit "C"; and

WHEREAS, the proposed vegetative hedge and irrigation system encroach into the Northern portion of the Property.

WHEREAS, the parties have agreed to enter into this Agreement acknowledging the encroachment and providing for repair and maintenance as set forth below:

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, the foregoing recitals and for other good and valuable consideration, the parties agree as follows:

1. By execution of this Agreement, Booker grants to the District, its successors, assigns and grantees the right to encroach upon the Property, but only to the extent of the encroachments listed herein and show on the attached Exhibit "C".
2. By execution of this Agreement, Booker, its successors, assigns and grantees grant the District approval to allow the encroachment to exist on the property in perpetuity.
3. The District does hereby covenant that they will:
 - (a) Maintain and repair the vegetative hedge and irrigation at their expense.
 - (b) Do nothing to expand the encroachment.
 - (c) Record this Agreement in the Public Records of Lake County, Florida in order to give notice to its, successors, assigns, and grantees, of the terms granted by this Agreement.
4. Booker does hereby covenant that they will:
 - (a) Allow the District staff or its subcontractors to access the landscape area and so much of the Property as is reasonably necessary, for purposes of maintaining and repairing the vegetation and irrigation system as needed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Signed, sealed and delivered
in the presence of:

VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT, a community
development district created pursuant to Chapter
190, Florida Statutes

Print Name:

By: _____
Steve Drake, Chairman

Print Name:

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing was acknowledged before me this ____ day of June, 2017, by Steve Drake, as Chairman of the Villages Center Community Development District who has executed the foregoing instrument on behalf of the District and who is ☐ personally known to me or who ☐ produced a driver's license as identification.

Notary Public, State of Florida
My Commission Expires: _____
(Seal)

Print Name:

Ben Booker

Print Name:

Print Name:

Bobbie Booker

Print Name:

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me this ____ day of June, 2017, by Ben Booker and Bobbie Booker, who have executed the foregoing instrument and who are [] personally known to me or who have [] produced a driver's license as identification.

Notary Public, State of Florida
My Commission Expires: _____
(Seal)

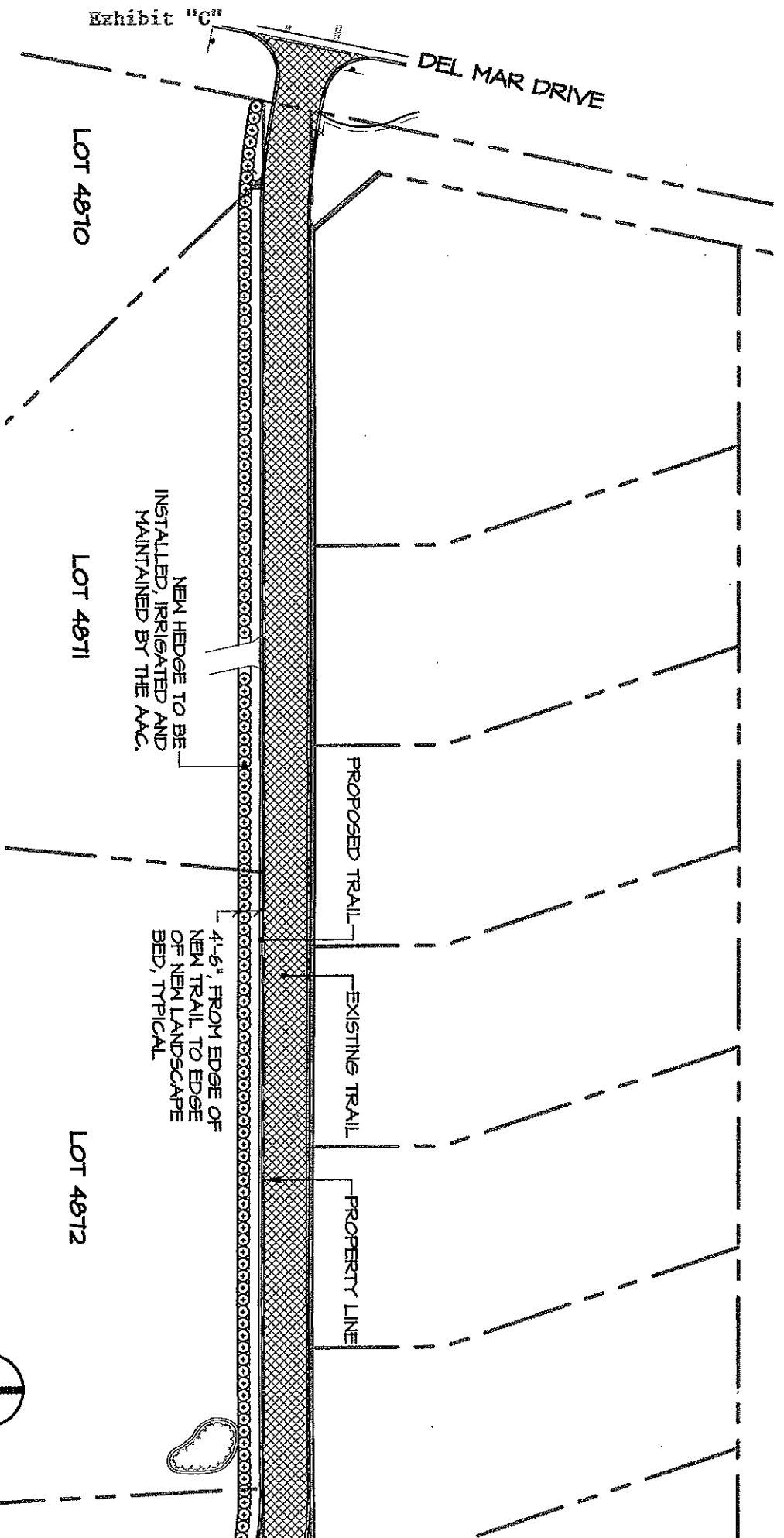
Exhibit A

Lot 4872, Unit 14, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 30, Pages 45 through 50, Public Records of Lake County, Florida.

Property Identification No. 0618240396-000-48720

Exhibit B

Tracts No. 1, 2, 3, 4, 5 and 6, Orange Blossom Gardens, Chula Vista Villas, according to the plat thereof, recorded in Plat Book 33, Pages 8 through 10, inclusive, in the Public Records of Lake County, Florida.



SCALE: 1"=30'

Multi Use Trail Reconstruction
Landscaping and Irrigation Improvements
1/6/16

This instrument prepared by/return to:
Lewis W. Stone/mal
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, FL 32757

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made this _____ day of June, 2017, by and between VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, a community development district created pursuant to Chapter 190, Florida Statutes, as amended, whose address is 984 Old Mill Run, The Villages, FL 32162 (hereinafter referred to as "District"), and JAMES A. WIDBY and JULIE A. WIDBY, husband and wife, whose post office address is 10314 Schuttler Road, Manito, IL 61546 (hereinafter referred to as "Widby").

RECITALS

WHEREAS, Widby is the fee simple owner of that certain real property located at 1253 Granada Court, Lady Lake, FL 32159, more particularly described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the District is the fee simple owner of that certain real property described in Exhibit "B" attached hereto (the "District Property"); and

WHEREAS, the District is planning to enhance the multi-modal path that currently exists on the District Property. The improvements will include a vegetative hedge and irrigation system as shown on the Multi Use Trail Reconstruction Landscaping and Irrigation Improvements plan attached hereto as Exhibit "C"; and

WHEREAS, the proposed vegetative hedge and irrigation system encroach into the Northern portion of the Property.

WHEREAS, the parties have agreed to enter into this Agreement acknowledging the encroachment and providing for repair and maintenance as set forth below:

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, the foregoing recitals and for other good and valuable consideration, the parties agree as follows:

1. By execution of this Agreement, Widby grants to the District, its successors, assigns and grantees the right to encroach upon the Property, but only to the extent of the encroachments listed herein and show on the attached Exhibit "C".
2. By execution of this Agreement, Widby, its successors, assigns and grantees grant the District approval to allow the encroachment to exist on the property in perpetuity.
3. The District does hereby covenant that they will:
 - (a) Maintain and repair the vegetative hedge and irrigation at their expense.
 - (b) Do nothing to expand the encroachment.
 - (c) Record this Agreement in the Public Records of Lake County, Florida in order to give notice to its, successors, assigns, and grantees, of the terms granted by this Agreement.
4. Widby does hereby covenant that they will:
 - (a) Allow the District staff or its subcontractors to access the landscape area and so much of the Property as is reasonably necessary, for purposes of maintaining and repairing the vegetation and irrigation system as needed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Signed, sealed and delivered
in the presence of:

VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT, a community
development district created pursuant to Chapter
190, Florida Statutes

Print Name:

By: _____
Steve Drake, Chairman

Print Name:

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing was acknowledged before me this ____ day of June, 2017, by Steve Drake, as Chairman of the Villages Center Community Development District who has executed the foregoing instrument on behalf of the District and who is ☐ personally known to me or who ☐ produced a driver's license as identification.

Notary Public, State of Florida
My Commission Expires: _____
(Seal)

Print Name:

James A. Widby

Print Name:

Print Name:

Julie A. Widby

Print Name:

STATE OF FLORIDA

COUNTY OF _____

The foregoing was acknowledged before me this ____ day of June, 2017, by James A. Widby and Julie A. Widby, who have executed the foregoing instrument and who are [] personally known to me or who have [] produced a driver's license as identification.

Notary Public, State of Florida

My Commission Expires: _____

(Seal)

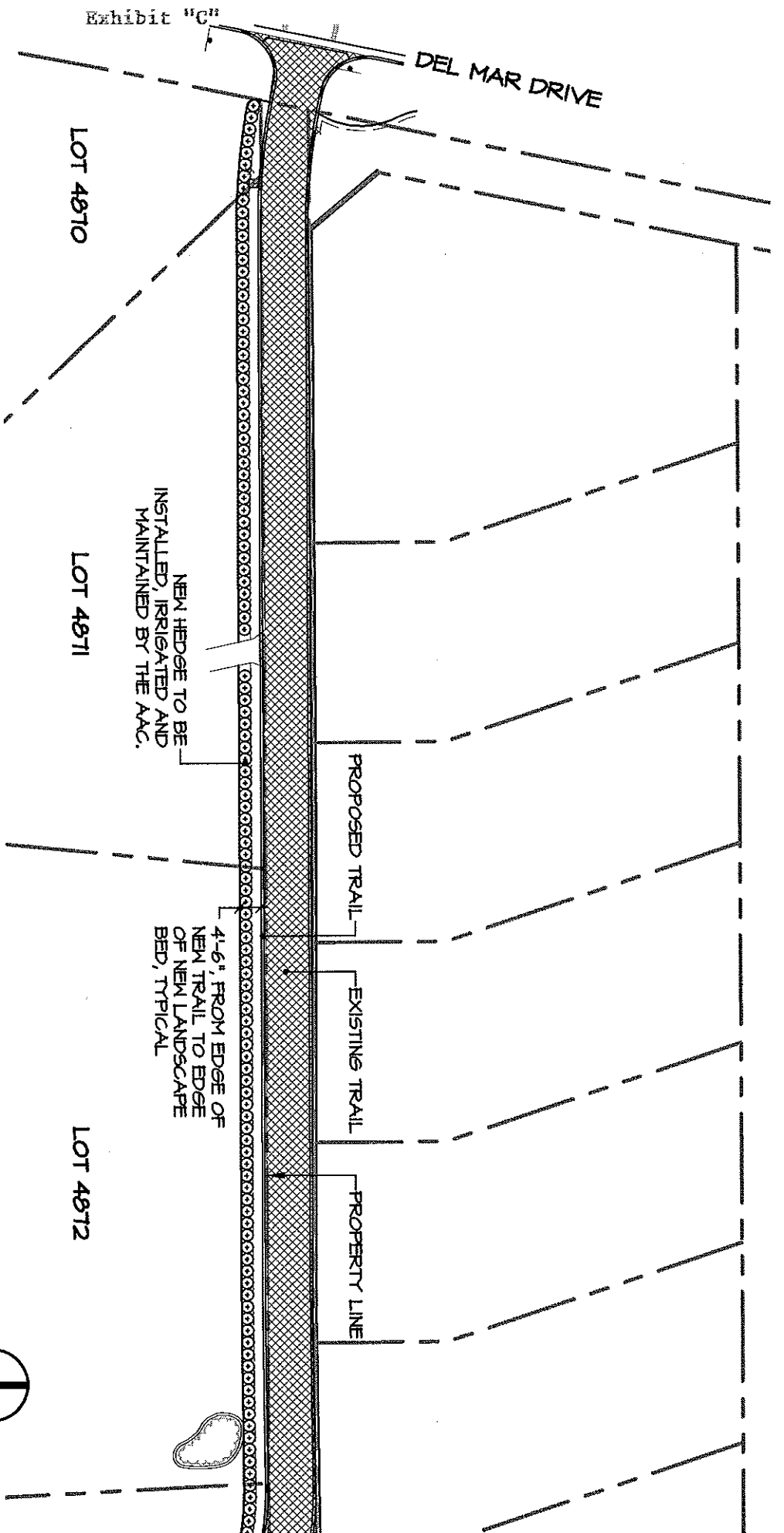
Exhibit A

Lot 4871, Unit 14, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 30, pages 45 through 50, Public Records of Lake County, Florida.

Property Identification No. 0618240396-000-48710

Exhibit B

Tracts No. 1, 2, 3, 4, 5 and 6, Orange Blossom Gardens, Chula Vista Villas, according to the plat thereof, recorded in Plat Book 33, Pages 8 through 10, inclusive, in the Public Records of Lake County, Florida.



Multi Use Trail Reconstruction
Landscaping and Irrigation Improvements
1/6/16

MPA

MICHAEL PAPER & ASSOCIATES, P.A.

2951 S.E. 17TH ST • OCALA, FLORIDA 34471 • (352) 351-3500 • mail@mpafla.net

This instrument prepared by/return to:
Lewis W. Stone/mal
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, FL 32757

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made this _____ day of June, 2017, by and between VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, a community development district created pursuant to Chapter 190, Florida Statutes, as amended, whose address is 984 Old Mill Run, The Villages, FL 32162 (hereinafter referred to as "District"), and BETTY CANTELMO, whose post office address is 1255 Granada Court, Lady Lake, FL 32159 (hereinafter referred to as "Cantelmo").

RECITALS

WHEREAS, Cantelmo is the fee simple owner of that certain real property located at 1255 Granada Court, Lady Lake, FL 32159, more particularly described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the District is the fee simple owner of that certain real property described in Exhibit "B" attached hereto (the "District Property"); and

WHEREAS, the District is planning to enhance the multi-modal path that currently exists on the District Property. The improvements will include a vegetative hedge and irrigation system as shown on the Multi Use Trail Reconstruction Landscaping and Irrigation Improvements plan attached hereto as Exhibit "C"; and

WHEREAS, the proposed vegetative hedge and irrigation system encroach into the Northern portion of the Property.

WHEREAS, the parties have agreed to enter into this Agreement acknowledging the encroachment and providing for repair and maintenance as set forth below:

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, the foregoing recitals and for other good and valuable consideration, the parties agree as follows:

1. By execution of this Agreement, Cantelmo grants to the District, its successors, assigns and grantees the right to encroach upon the Property, but only to the extent of the encroachments listed herein and show on the attached Exhibit "C".
2. By execution of this Agreement, Cantelmo, its successors, assigns and grantees grant the District approval to allow the encroachment to exist on the property in perpetuity.
3. The District does hereby covenant that they will:
 - (a) Maintain and repair the vegetative hedge and irrigation at their expense.
 - (b) Do nothing to expand the encroachment.
 - (c) Record this Agreement in the Public Records of Lake County, Florida in order to give notice to its, successors, assigns, and grantees, of the terms granted by this Agreement.
4. Cantelmo does hereby covenant that they will:
 - (a) Allow the District staff or its subcontractors to access the landscape area and so much of the Property as is reasonably necessary, for purposes of maintaining and repairing the vegetation and irrigation system as needed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Signed, sealed and delivered
in the presence of:

VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT, a community
development district created pursuant to Chapter
190, Florida Statutes

Print Name:

By: _____
Steve Drake, Chairman

Print Name:

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing was acknowledged before me this ____ day of June, 2017, by Steve Drake, as Chairman of the Villages Center Community Development District who has executed the foregoing instrument on behalf of the District and who is ☐ personally known to me or who ☐ produced a driver's license as identification.

Notary Public, State of Florida
My Commission Expires: _____
(Seal)

Print Name:

Betty Cantelmo

Print Name:

STATE OF FLORIDA

COUNTY OF _____

The foregoing was acknowledged before me this ____ day of June, 2017, by Betty Cantelmo, who has executed the foregoing instrument and who is ☐ personally known to me or who has ☐ produced a driver's license as identification.

Notary Public, State of Florida

My Commission Expires: _____

(Seal)

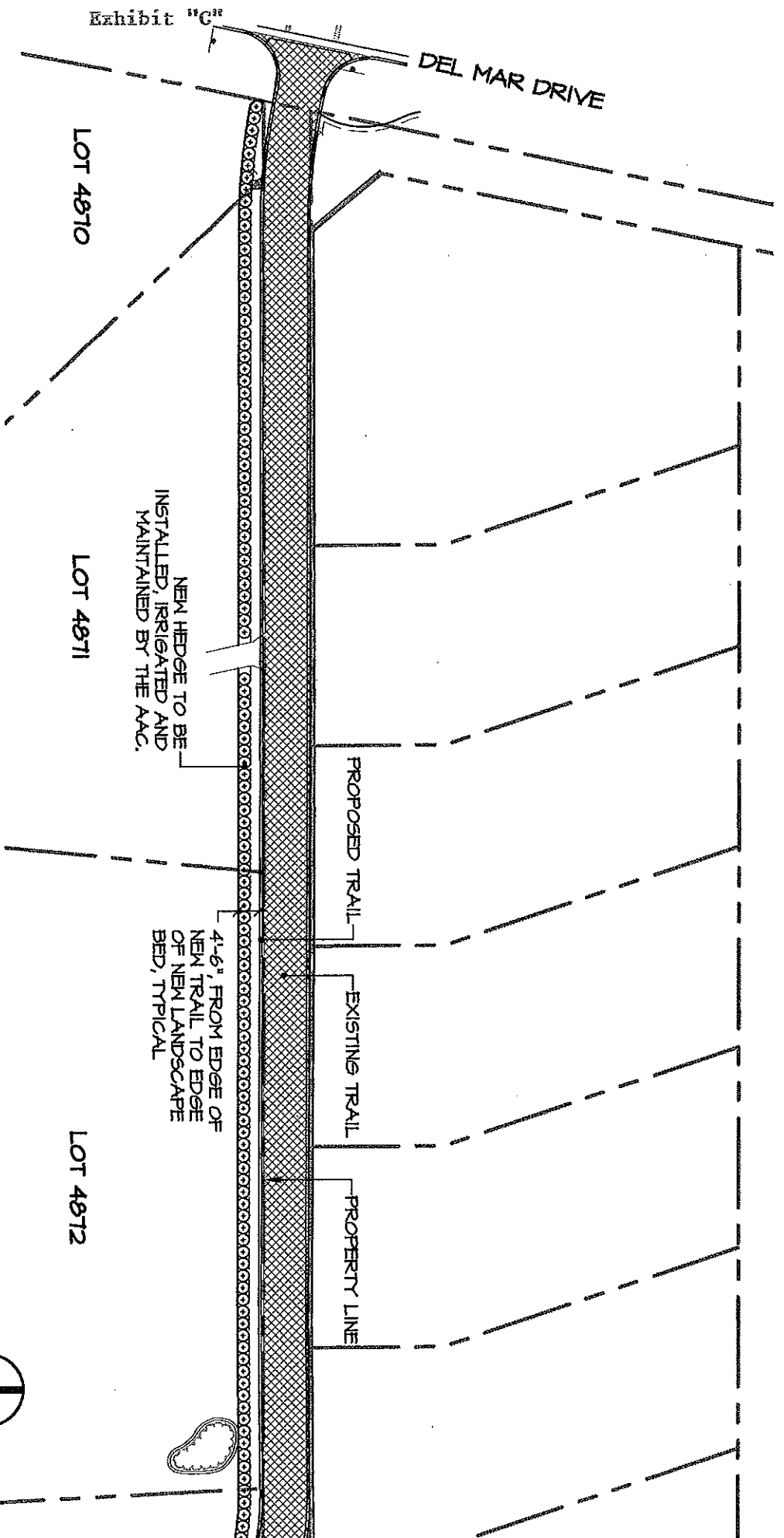
Exhibit A

Lot 4870, Unit 14, Orange Blossom Gardens Subdivisions, according to the plat thereof, recorded in Plat Book 30, Page(s) 45-50, of the Public Records of Lake County, Florida.

Property Identification No. 06-18-24-039600048700

Exhibit B

Tracts No. 1, 2, 3, 4, 5 and 6, Orange Blossom Gardens, Chula Vista Villas, according to the plat thereof, recorded in Plat Book 33, Pages 8 through 10, inclusive, in the Public Records of Lake County, Florida.



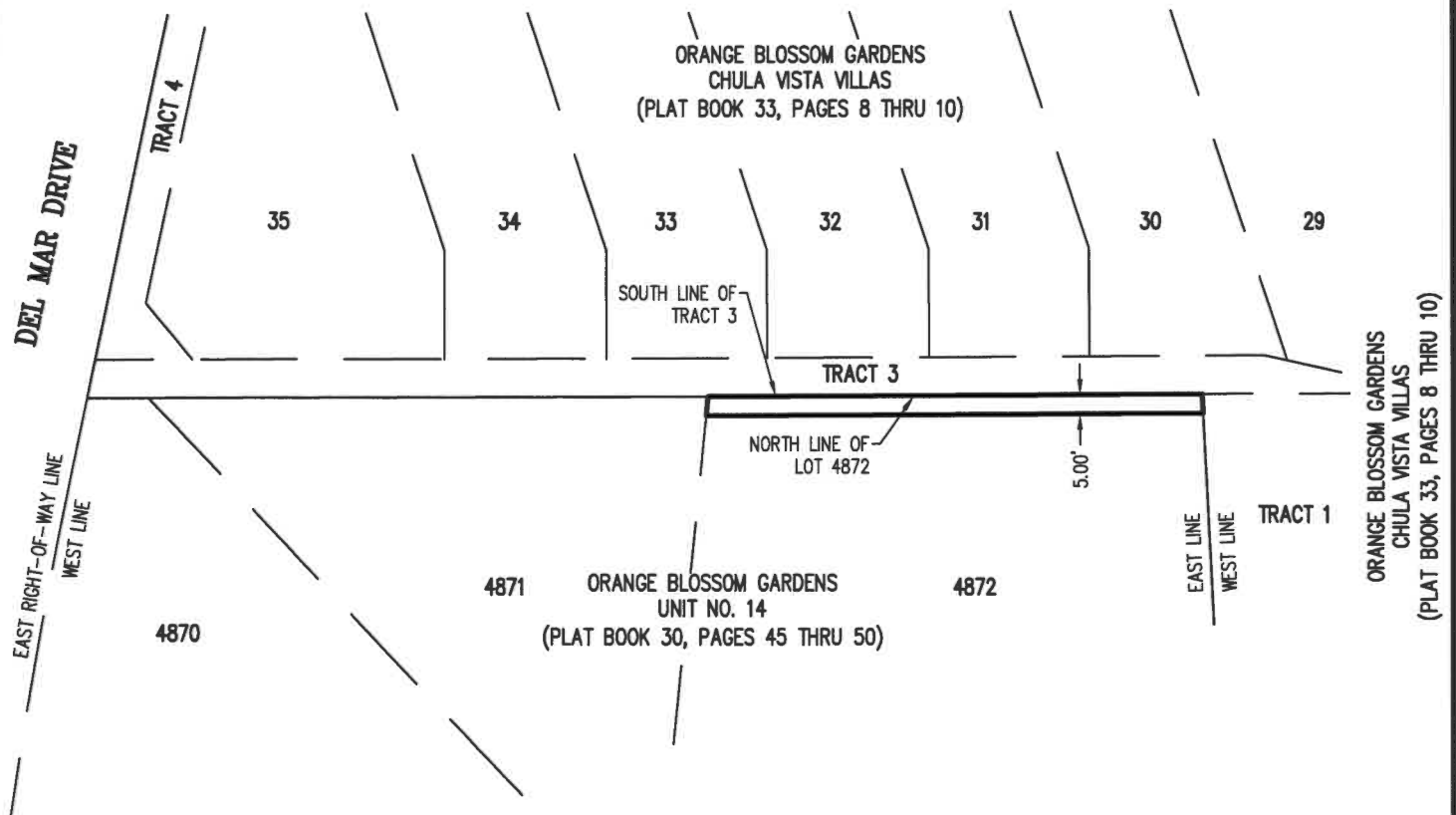
Multi Use Trail Reconstruction
 Landscaping and Irrigation Improvements
 1/6/16

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " — "
 SHEET 1 OF 1

LEGAL DESCRIPTION

THE NORTH FIVE (5) FEET (BY PERPENDICULAR MEASUREMENT) OF
LOT 4872, ORANGE BLOSSOM GARDENS UNIT NO. 14, ACCORDING TO
THE PLAT THEREOF RECORDED IN PLAT BOOK 30, PAGES 45
THROUGH 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



6/19/17
DATE

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

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



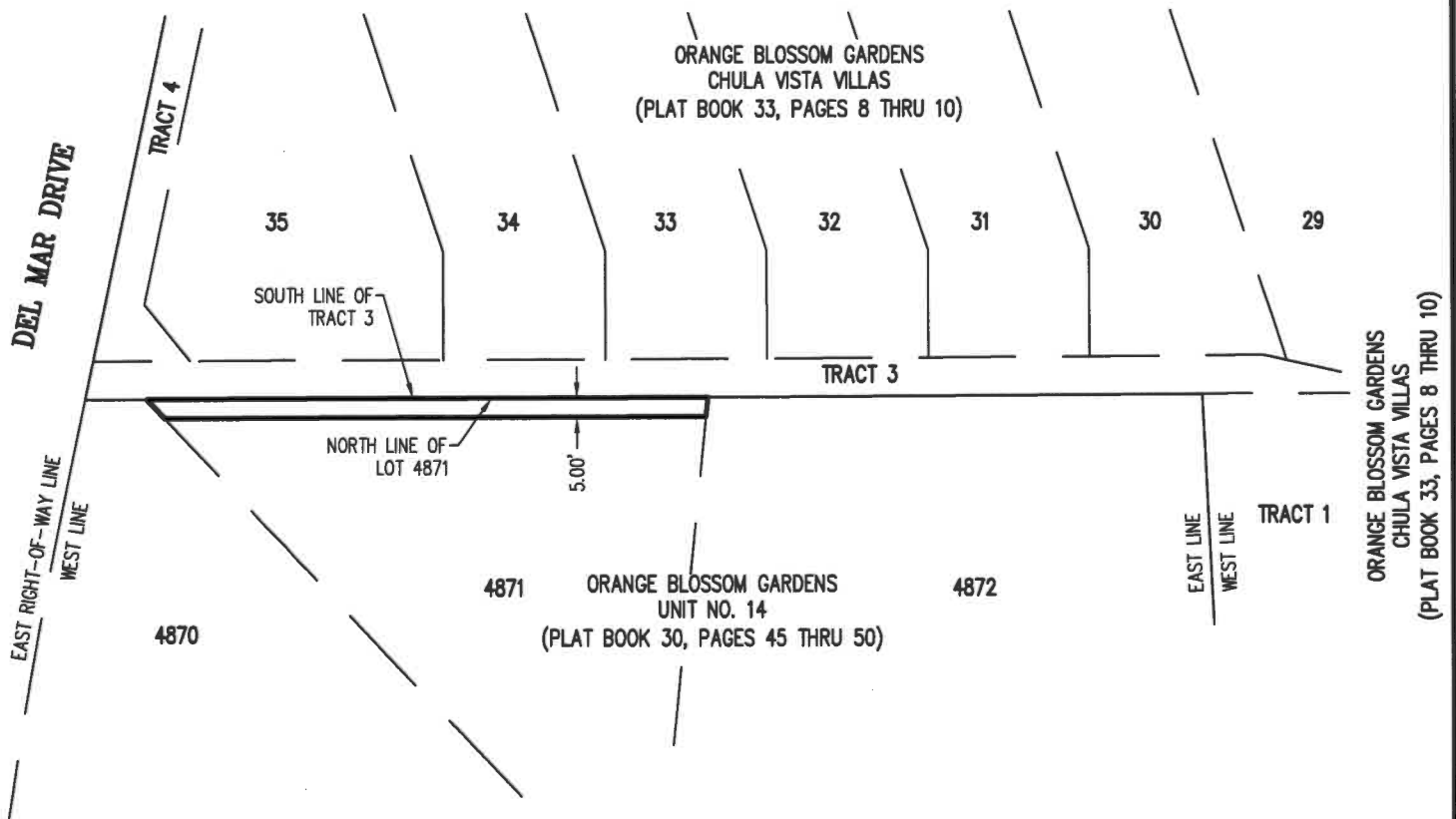
4450 NE 83RD ROAD ▲ WILLOWOOD, FL 34785 ▲ (352) 748-3126

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " — "
SHEET 1 OF 1

LEGAL DESCRIPTION

THE NORTH FIVE (5) FEET (BY PERPENDICULAR MEASUREMENT) OF
LOT 4871, ORANGE BLOSSOM GARDENS UNIT NO. 14, ACCORDING TO
THE PLAT THEREOF RECORDED IN PLAT BOOK 30, PAGES 45
THROUGH 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



6/19/17
DATE

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

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



4450 NE 83RD ROAD ▲ WILDOOD, FL 34785 ▲ (352) 748-3125

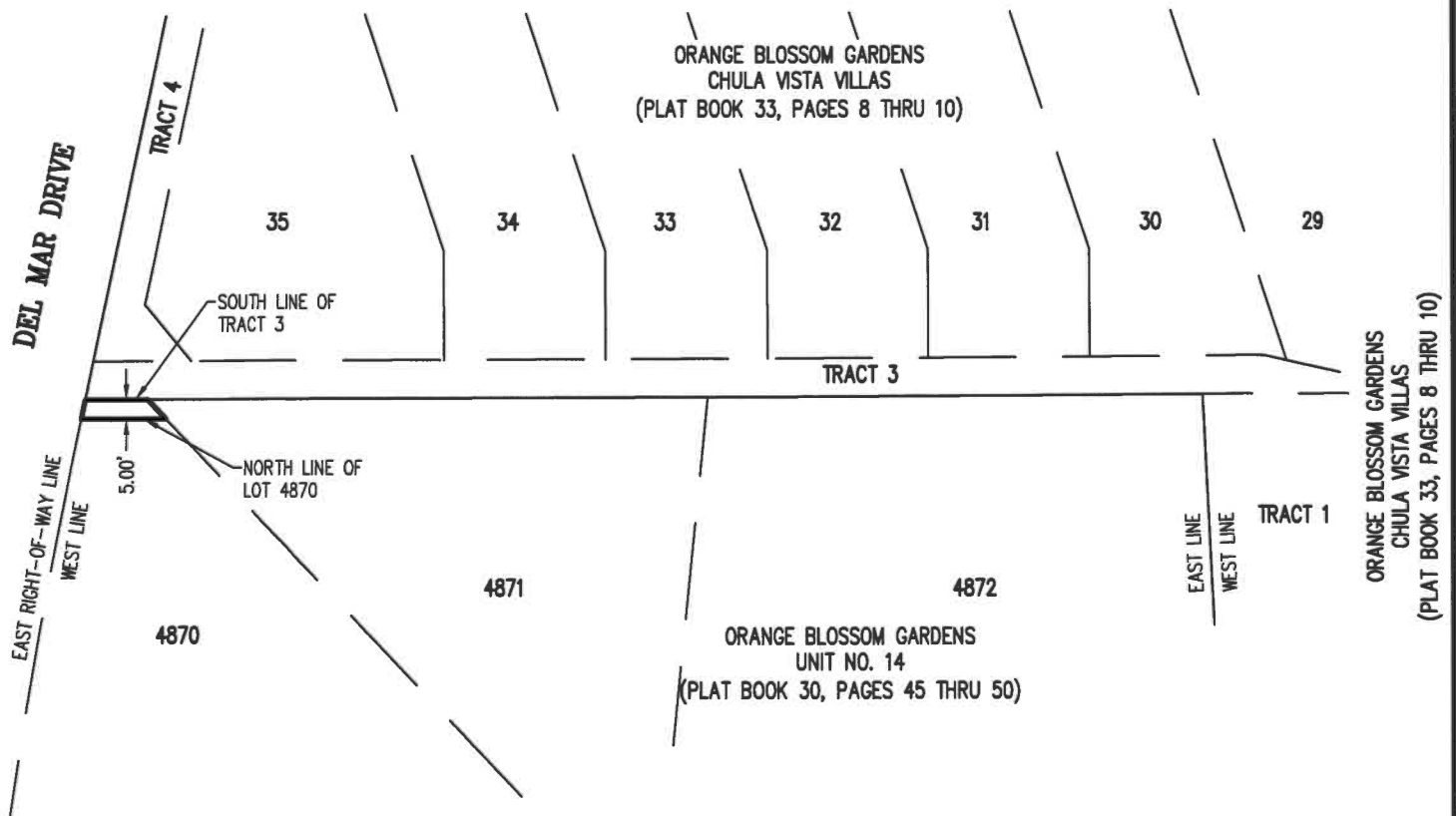
▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS
LB 4708

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " — "
SHEET 1 OF 1

LEGAL DESCRIPTION

THE NORTH FIVE (5) FEET (BY PERPENDICULAR MEASUREMENT) OF
LOT 4870, ORANGE BLOSSOM GARDENS UNIT NO. 14, ACCORDING TO
THE PLAT THEREOF RECORDED IN PLAT BOOK 30, PAGES 45
THROUGH 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



6/19/17
DATE

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

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.





AGENDA REQUEST

TO: Amenity Authority Committee
FROM: Diane Tucker, Administrative Operations Manager
DATE: 8/9/2017
SUBJECT: Annual Renewal of Agreements

ISSUE:

The review and approval to present the annual agreement renewals to the Village Center Community Development District (VCCDD)

ANALYSIS/INFORMATION:

The agreements listed below require renewal for the fiscal year 2017-2018. The agreement type and annual agreement amount is listed for your information.

Contractor	Contract #	Type	Area/Service	Annual Agreement Amount
Rainey Construction Company	14P-017	Maintenance	Roadway & Parking Lot Maintenance	Per Unit Prices as provided in the Original Agreement
Tri-State Asphalt Corporation	14P-017	Maintenance	Roadway & Parking Lot Maintenance	Per Unit Prices as provided in the Original Agreement

STAFF RECOMMENDATION:

Staff requests approval to present the above referenced agreement renewals to the Village Center Community Development District for review and consideration for approval at their August 9, 2017 meeting.

MOTION:

Motion to authorize staff to present the fiscal year 2017-2018 annual agreement renewals as listed to the Village Center Community Development District Board for review and consideration for approval at their August 9, 2017 meeting

ATTACHMENTS:

Description	Type
❑ Renewal Rainey 14P-017	Exhibit
❑ Renewal Rainey Exhibit A 14P-017	Exhibit
❑ Renewal Tri-State 14P-017	Exhibit
❑ Renewal Tri-State Exhibit A 14P-017	Exhibit

**RENEWAL TWO FOR SERVICES BETWEEN
VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
AND RAINEY CONSTRUCTION COMPANY
ROADWAY AND PARKING LOT MAINTENANCE
RFP # 14P-017**

THIS RENEWAL is entered into this 9th day of August 2017, and made effective the 1st day of October 2017, by and between VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT (VCCDD) whose mailing address is 984 Old Mill Run, The Villages, Florida 32162 and **RAINEY CONSTRUCTION COMPANY** (hereafter referred to as "Contractor").

RECITALS

WHEREAS, VCCDD and CONTRACTOR entered into the Agreement for providing suitable roadway and parking lot maintenance (Agreement) dated November 6th, 2013; and

WHEREAS, VCCDD and CONTRACTOR entered into Renewal One to the Agreement for providing suitable roadway and parking lot maintenance (Agreement) dated August 10, 2016; and

WHEREAS, VCCDD and CONTRACTOR desire to renew the existing Agreement which expires on September 30, 2017, as set forth below.

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

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. VCCDD and CONTRACTOR hereby renew the Agreement and any amendments thereto for a term of October 1, 2017, through September 30, 2018. The Agreement and all amendments are hereby incorporated into this paragraph.
3. VCCDD 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 renewed herein.

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

**VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT**

RAINEY CONSTRUCTION COMPANY

By: _____

By:  _____

Print Name _____

Print Name The Rainey _____

Print Title _____

Print Title President _____

Date _____

Date 7/17/17 _____

Attest _____

Attest  _____

RFP #14P-017
Roadways and Parking Lot Maintenance
EXHIBIT A

Mill and Overlay (to include temporary striping)	Rainey Construction (Ranked 1)		
	0 - 15,000 (sq yd)	15,001 - 30,000 (sq yd)	30,001+ (sq yd)
a. Mill & Overlay 1"	\$7.80	\$7.60	\$7.50
b. Mill & Overlay 1.5"	\$10.00	\$9.85	\$9.80
c. Curb Line Mill & Overlay 3'	\$7.80	\$7.60	\$7.50
d. Curb Line Mill & Overlay 7'	\$10.00	\$9.85	\$9.80
e. Overlay 1"	\$5.80	\$5.60	\$5.25
f. Overlay 1.5"	\$8.00	\$7.85	\$7.80
g. Mobilization ¹	\$2,500.00	\$2,500.00	\$2,500.00

Sealing Parking Lots (Fog Seal)	Rainey Construction (Ranked 1)		
	0 - 15,000 (sq yd)	15,001 - 30,000 (sq yd)	30,001+ (sq yd)
	\$0.85	\$0.85	\$0.85

Sealing Parking Lots (Aspen Sealing)	Rainey Construction (Ranked 1)		
	0-15,000 (SQ YD)	15,001 - 30,000 (SQ YD)	30,001+ (SQ YD)
	\$1.10	\$1.10	\$1.10

Striping (Thermoplastic & Glass Bead)	Unit of Measure	Rainey Construction (Ranked 1)		
		0 - 500 (LF)	501 - 2000 (LF)	2001+ (LF)
a. 4" Roadline Marking	LF	\$0.80	did not submit	did not submit
b. 6" Roadline Marking	LF	\$1.05	did not submit	did not submit
c. Parking Space lines	LF	\$0.80	did not submit	did not submit
d. 24" Stop Bars ²	LF	\$7.50	did not submit	did not submit
e. Complete Handicap Spaces	EA	\$180.00	did not submit	did not submit
f. Large Arrows	EA	\$90.00	did not submit	did not submit
g. Small Arrows	EA	\$60.00	did not submit	did not submit
h. 18" Crosswalks	LF	\$3.00	did not submit	did not submit
i. 24" Crosswalks	LF	\$7.50	did not submit	did not submit
j. 6" White Edge Line Striping	LF	\$1.05	did not submit	did not submit
k. 6" Yellow Edge Line Striping	LF	\$1.05	did not submit	did not submit
l. 6" White Center Lane Skip Lines	LF	\$1.05	did not submit	did not submit
m. 6" Double Yellow Center Lane Solid Lines	LF	\$2.05	did not submit	did not submit
n. 6" Thermoplastic Grinding/Removal	LF	\$1.50	did not submit	did not submit
o. Traffic Diamonds	EA	\$60.00	did not submit	did not submit

Other (Crackfill)	Rainey Construction (Ranked 1)	
	Unit of Measure	Proposal Price
	Gallon	\$6.00

**RENEWAL TWO FOR SERVICES BETWEEN
VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
AND TRI-STATE ASPHALT CORP.
ROADWAY AND PARKING LOT MAINTENANCE
RFP # 14P-017**

THIS RENEWAL is entered into this 9th day of August 2017, and made effective the 1st day of October 2017, by and between VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT (VCCDD) whose mailing address is 984 Old Mill Run, The Villages, Florida 32162 and **TRI-STATE ASPHALT CORP.** (hereafter referred to as "Contractor").

RECITALS

WHEREAS, VCCDD and CONTRACTOR entered into the Agreement for providing suitable roadway and parking lot maintenance (Agreement) dated November 6th, 2013; and

WHEREAS, VCCDD and CONTRACTOR entered into Renewal One to the Agreement for providing suitable roadway and parking lot maintenance (Agreement) dated August 10, 2016; and

WHEREAS, VCCDD and CONTRACTOR desire to renew the existing Agreement which expires on September 30, 2017, as set forth below.

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

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. VCCDD and CONTRACTOR hereby renew the Agreement and any amendments thereto for a term of October 1, 2017, through September 30, 2018. The Agreement and all amendments are hereby incorporated into this paragraph.
3. VCCDD 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 renewed herein.

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

**VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print Name _____

Print Title _____

Date _____

Attest _____

TRI-STATE ASPHALT CORP.

By:  _____

Keith Davis
Print Name _____

Vice President
Print Title _____

7/11/17
Date _____


Attest _____

RFP #14P-017
Roadways and Parking Lot Maintenance
EXHIBIT A

				Tri-State Asphalt (Ranked 1)		
Striping (Paint & Glass Bead)		Unit of Measure	0 - 500 (LF)	501 - 2000 (LF)	2001+ (LF)	
a.	4" Roadline Marking	LF	\$0.22	\$0.22	\$0.20	
b.	6" Roadline Marking	LF	\$0.29	\$0.29	\$0.27	
c.	Parking Space lines	LF	\$0.22	\$0.22	\$0.20	
d.	24" Stop Bars	LF	\$1.40	\$1.40	\$1.38	
e.	Complete Handicap Spaces	EA	\$35.00	NA	NA	
f.	Large Arrows	EA	\$12.00	NA	NA	
g.	Small Arrows	EA	\$9.00	NA	NA	
h.	18" Crosswalks	LF	\$0.87	\$0.87	\$0.85	
i.	24" Crosswalks	LF	\$1.40	\$1.40	\$1.38	
j.	6" White Edge Line Striping	LF	\$0.29	\$0.29	\$0.27	
k.	6" Yellow Edge Line Striping	LF	\$0.29	\$0.29	\$0.27	
l.	6" White Center Lane Skip Lines	LF	\$0.29	\$0.29	\$0.27	
m.	6" Double Yellow Center Lane Solid Lines	LF	\$0.58	\$0.58	\$0.56	
n.	Traffic Diamonds	EA	\$9.00	NA	NA	
		Tri-State Asphalt (Ranked 1)				
Other (Repairs Cut & Patch 1.5")		Unit of Measure	Proposal Price			
		Sq. Yd.	\$21.42			



AGENDA REQUEST

TO: Amenity Authority Committee

FROM: Diane Tucker, Administrative Operations Manager

DATE: 8/9/2017

SUBJECT: **Amended and Restated Management Agreement between the Village Center Community Development District and Golf Management Solutions, LLC**

ISSUE:

The request for authorization to present the Amended and Restated Management Agreement between Village Center Community Development District (VCCDD), and Golf Management Solutions, LLC, (GMS) to the Village Center Community Development District Board of Supervisors for approval.

ANALYSIS/INFORMATION:

The original agreement was approved on October 1, 2004 by the VCCDD to provide management, staff and administration for the operation of the executive golf courses. The term is ongoing unless cancelled by either party. Owner and GMS wish to enter into an amended and restated agreement that incorporates all of the previous amendments since October 1, 2004, whereby GMS will provide continued services to the Owner for the management and operation of the Facilities.

Section C.4 Base Fee Adjustment Formula of the current agreement provides for an adjustment in the Base Fee by utilizing a complex formula that includes the CPI for the month of January that is twenty-one (21) months prior to the beginning of the period for which an Adjusted Base Fee is being calculated and the CPI for the month of January that is nine (9) months prior to the beginning of the period for which an Adjusted Base Fee is being calculated but not to exceed five (5) percent. Utilizing this formula the increase for FY 17-18 would have been 3.907%.

Staff recommends amending Section C.4 Base Fee Adjustment Formula to read:

Changes in the Base Fee shall be negotiated annually six (6) months prior to the beginning of the period for which an Adjusted Base Fee is being calculated. The District and GMS agrees that good faith negotiations resulting in mutual agreement are the preferred methodology to be used to determine changes in the Base Fee. In the event the District and GMS fail to agree the Base Fee adjustment will be calculated using the CPI for All Urban Consumers (U.S. City Average) as published by U.S. Department of Labor, Bureau of

Labor Statistics in the CPI Detailed report for January to January for the month of January that is (9) months prior to the beginning of the period for which an Adjusted Base Fee is being calculated. Utilizing the recommended CPI the increase for FY 17-18 is at 2.50%.

An annual CPI increase of 2.50% based on the proposed agreement language to utilize the January to January CPI for All Urban Consumers (CPI-U) has been included. This increase has been budgeted for FY 17 – 18.

Current Annual Agreement Amount	\$1,180,471.47
2.50% CPI Increase	<u>\$ 29,511.79</u>
Total amended amount	\$1,209,984.00 (rounded)

(Effective October 1, 2017 for FY17 – 18)

The amended and restated agreement also allows for the ability to adjust the contract in the event there is a change to the Federal and/or Florida Minimum Wage requirements during the term of this agreement, which would result in a rate in excess of the current Florida rate of \$8.10. The CONTRACTOR would be entitled to the percent of change in the rate or 1%, whichever is less. The 1% or less will be calculated using the current contract total of \$1,180,471 and prorated for the remaining months within the contract through September 30, 2018. The resultant amount would then be added to the newly adjusted contract total of \$1,209,984.00.

Budget Impact:

Current Annual Agreement Amount	\$1,180,471.47
2.50% CPI Increase	<u>\$ 29,511.79</u>
Total amended amount	\$1,209,984.00 (rounded)

(Effective October 1, 2017 for FY17 – 18)

STAFF RECOMMENDATION:

Staff requests authorization to present the Amended and Restated Management Agreement between Village Center Community Development District (VCCDD), and Golf Management Solutions, LLC, (GMS) to the Village Center Community Development District Board of Supervisors for approval of the amended and Restated Management Agreement between the Village Center Community Development District and Golf Management Solutions, LLC effective October 1, 2017 in the amount of \$1,209,984.00.

MOTION:

Motion to authorize staff to present the Amended and Restated Management Agreement between the Village Center Community Development District and Golf Management Solutions, LLC to the Village Center Community Development District Board of Supervisors at the August 9, 2017 meeting.

ATTACHMENTS:

Description	Type
▣ Amended and Restated Management Agreement between VCCDD and GMS LLC	Cover Memo



AMENDED AND RESTATED
MANAGEMENT AGREEMENT

Between

VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT

And

GOLF MANAGEMENT
SOLUTIONS, LLC

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MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT is made and entered into this 9th day of August, 2017, by and between **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT** (hereinafter "Owner/DISTRICT"), whose address for any formal notice is 984 Old Mill Run, The Villages, Florida 32162 and **Golf Management Solutions, LLC**, (hereinafter "GMS/CONTRACTOR") whose address for any formal notice is 1000 Main Street, Suite 248, The Villages, FL 32159.

RECITALS

1. Owner owns and operates executive golf courses and contained facilities (starter shacks, comfort stations, etc.) (hereinafter the "Facilities") within Lake, Sumter and Marion County, Florida.
2. GMS is experienced in the management and operation of golf courses, country clubs, together with related facilities and services (the "Services") as more particularly described hereinafter, and has the ability and desire to provide the Services to the Owner for the Facilities and has done so since October 1, 2004.
3. At this time, Owner and GMS wish to enter into a new agreement that incorporates all of the previous amendments since October 1, 2004, whereby GMS will provide continued services to the Owner for the management and operation of the Facilities.

Owner and GMS agree:

1. TERM
 - 1.1 The Initial Term ("Initial Term") shall be October 1, 2017 (the "Start Date"). The term of this agreement shall be on a continued basis until terminated by either party. The agreement may be terminated by either party upon 120 days prior written notice.
 - 1.2 Either party may terminate this Agreement for a breach of this Agreement by the other party after giving thirty (30) days written notice of the breach and allowing the other party a reasonable time to correct the alleged breach. If, despite GMS's diligent effort, additional time is needed to cure the alleged breach, then provided GMS continues to diligently pursue such cure, the time to cure such breach will be extended in writing.
 - 1.3 In addition, the Owner may terminate this Agreement without cause upon six (6) months prior written notice. Any such termination shall be effected by delivery to respective party a Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date upon which such termination becomes effective. After receipt of a Notice of Termination, and except as otherwise directed, GMS shall:

- 1.3.1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
- 1.3.2. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of the work under this Contract.
- 1.3.3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- 1.3.4. Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, obtain the approval or ratification of Owner to the extent GMS may require, which approval or ratification shall not be unreasonably withheld and shall be final for all purpose of this clause.
- 1.3.5. The Notice of Termination shall not relieve the GMS or Owner's obligation for the complete performance of such part of the work not terminated.
- 1.3.6. If Owner terminates this Agreement, GMS shall submit to Owner his termination claim in satisfactory form. Such claim shall be submitted promptly, but on no event no later than two months from the effective date of termination unless one or more extensions in writing are granted by Owner. No claim will be allowed for any expense incurred by GMS to submit his termination claim within the time allowed, GMS shall be deemed to waive any right to any further compensation.
- 1.4 Owner shall have the option to immediately terminate this Agreement upon the death of Ken L. Creely, Jr., the Manager of GMS.
- 1.5 This Agreement shall be binding upon the successors and assign of each of the parties, but neither party will assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonable withheld. In addition, this Agreement may be assigned by the Owner to a community development district or other political subdivision of the State of Florida without the prior consent of GMS.

2. SERVICES

- 2.1 Commencing on the start date and continuing during the initial term of this Agreement, GMS shall provide the Services described in *Exhibit "A"* for those Facilities described in *Exhibit "B"*.
- 2.2 Incidental Work over and above the Services shall be provided by GMS upon issuance of a Work Order signed by Owner in advance of the Incidental Work being performed. The Work Order shall set out in reasonable detail the Incidental Work to be performed, the time to complete the Incidental Work, and the consideration to be paid by the Owner to GMS.

3. STANDARD OF PERFORMANCE

- 3.1 GMS shall perform the Services with the degree of skill and diligence normally employed by personnel performing the same or similar Services.
- 3.2 GMS acknowledges that the public will associate GMS with the Owner while GMS performs services on the Owner's property. GMS agrees to conduct its services and supervise its employees in a way not detrimental to the Owner's business operation. Owner reserves the right to mandate dress codes for GMS' employees.

3. OWNERS RESPONSIBILITIES

- 4.1 Owner shall pay the costs of utilities, insurance, real property taxes, assessments, maintenance, and similar recurring expenses. GMS shall be obligated to pay all costs related to the Services GMS provides pursuant to this Agreement.
- 4.2 Owner will provide to GMS all data in Owner's possession relating to providing the Services. GMS will reasonably rely upon the accuracy and completeness of the information provided by the Owner.
- 4.3
 - A. During the course of its operations GMS will need to schedule recreation center rooms through the Recreation Department based on availability at no charge, as long as it does not impact resident use for scheduling meetings, training, good golf school, education and other designated events.
 - B. The exclusive right to promote the game of golf, golf etiquette, and "good golf" practices through complimentary golf clinics, demonstrations, and related events at and around the putting greens, first tees, and starting areas of the executive golf courses."
- 4.4
 - A. The District contracts with The Villages Technology Solutions Group (TSG) to provide a turn-key point of sale system at the Executive Golf Starter Facilities which includes all hardware, software, maintenance, and repair/replacement.
 - B. Golf Management Solutions (GMS) is responsible for network logins, email Services and internet access for its employees and/or designated users of the system.

5. COMPENSATION AND PAYMENT

- 5.1 Compensation for the Services is described in *Exhibit "C"*.

6. INDEMNITY AND LIABILITY

- 6.1 GMS agrees to indemnify and hold Owner harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise, except to the proportionate extent caused by the negligence or willful misconduct

of Owner, its employees or its subcontractors, and provide written proof of source.

- 6.2 The Owner agrees to indemnify and hold GMS harmless from any claim, liability, or damages for property damage or bodily injury, including death, to the extent caused by the negligence or willful misconduct of the GMS, its employees or subcontractors, and provide written proof of source.

7. INSURANCE

7.1 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, subconsultants 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.

7.2 Automobile Liability Insurance covering all automobiles and trucks the CONTRACTOR may use in connection with this Agreement. The limit of liability for this coverage shall be a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. DISTRICT(s) shall be named as Additional Insured.

7.3 Excess Liability Insurance (Umbrella Policy) may compensate for a deficiency in general liability or automobile insurance coverage limits.

7.4 Waiver of Subrogation: By entering into any agreement, CONTRACTOR agrees to a Waiver of Subrogation for each policy required above.

7.5 Workers' Compensation Insurance, as required by the State of Florida. As required by the State of Florida, CONTRACTOR and any subconsultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. CONTRACTOR must provide certificate of insurance showing Worker's Compensation coverage.

7.6 **Certificate(s) shall be dated and show:**

- i. The name of the insured CONTRACTOR, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.
- ii. Statement that the insurer will mail notice to the DISTRICT at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- iii. Subrogation of Waiver clause.
- iv. The Village Center Community Development District(s), and SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT(s) 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.

7.7 The CONTRACTOR shall require of each its subconsultants 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 subconsultants and/or subcontractors in its policy as described above.

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

8. FORCE MAJEURE

8.1 Neither party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made unreasonably impractical, unreasonably difficult, or excessively costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, strike, acts of God, or other occurrences, beyond its reasonable control. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of Force Majeure.

9. ACCESS TO FACILITIES AND PROPERTY

8.2 Owner will make its Facilities accessible to GMS as required for GMS' performance of the Services, and will secure access to any other Owner property necessary for performance of GMS Services.

10. CHANGES

10.1 Owner and GMS may mutually make Changes in the Scope of Services of this Agreement. The Base Fee will be equitably adjusted pursuant to a written modification or amendment to this Agreement executed by both parties.

11. NO THIRDPARTY BENEFICIARIES

11.1 This Agreement gives no rights or benefits to anyone other than Owner and GMS and has no third party beneficiaries.

12. JURISDICTION

12.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Jurisdiction and venue shall lie within the Fifth Judicial Circuit.

13. SEVERABILITY AND SURVIVAL

13.1 If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

14. CASH HANDLING PROCEDURES:

14.1 GMS management is required to have in place written policies and procedures related to the internal controls over daily cash transactions and deposits of funds related to Executive Golf operations.

14.2 GMS is responsible to assure VCCDD's Contracting Officer's Representative, VCCDD's Finance Director and VCCDD's Auditors that an adequate cash control system is in place that complies with VCCDD policies concerning the internal control of cash handling facilities.

14.3 GMS must ensure adequate safekeeping facilities are provided for the overnight storage of deposits, that deposits are made on a daily basis, and that GMS employees are thoroughly trained to comply with VCCDD policies on a continuous basis for the length of the contract.

14.4 GMS will be required to submit as part of this agreement their cash management internal control plan to VCCDD for review.

14.5 VCCDD will hold GMS accountable for all cash handling discrepancies caused by their personnel involving failure to comply with established policies.

14.6 VCCDD staff and auditors will periodically verify that the required procedures are in place and are consistently enforced by GMS management and its employees."

15. OTHER MATTERS

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

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

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

15.4 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.

- 15.5 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.
- 15.6 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.
- 15.7 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.
- 15.8 These Agreement Documents constitute the entire understanding and Agreement between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts/agreements previously existing between the Parties with respect to the subject matters of this Agreement. The CONTRACTOR recognizes that any representations, statements, or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This Agreement shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- 15.9 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 provided for in Exhibit "A" to this Agreement.
- 15.10 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- 15.11 Time is of the essence in the performance of this Agreement. The CONTRACTOR specifically agrees that it will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Agreement shall be done according to specifications, subject only to delays caused through no fault of the CONTRACTOR.
- 15.12 In the event of a declared emergency or disaster, CONTRACTOR shall provide the DISTRICT the following Time and Material services:

- 15.12.1 Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, CONTRACTOR shall provide DISTRICT, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
- 15.12.2 Hourly rates for equipment applies only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- 15.12.3 Personnel and equipment hourly rates include only those hours that CONTRACTOR's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- 15.12.4 Disaster Recovery Assistance Services shall not exceed seventy (70) hours for each declared emergency/disaster.
- 15.12.5 CONTRACTOR shall maintain and supply DISTRICT all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- 15.12.6 DISTRICT reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. DISTRICT will not be held responsible for any loss incurred by CONTRACTOR as a result of DISTRICT's election to terminate these activities pursuant to this paragraph

16. CONTRACTOR'S REPRESENTATIONS

CONTRACTOR makes the following representations:

- 16.1. CONTRACTOR has familiarized himself with the nature and extent of the Agreement Documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- 16.2 CONTRACTOR declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Agreement Documents relative thereto and has read all the addenda furnished prior to the bid opening, and that CONTRACTOR has satisfied itself relative to the work to be performed.
- 16.3 CONTRACTOR has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Agreement Documents.
- 16.4 CONTRACTOR has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Agreement Documents.
- 16.5 CONTRACTOR declares that submission of a proposal/bid for the work constitutes an

incontrovertible representation that the CONTRACTOR has complied with every requirement of this Section, and that the Agreement Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

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

16.7 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal/bid on a contract/agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals/bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. CONTRACTOR affirmatively represents that neither it or its owners, subcontractor or sub-subcontractor are nor will be on the convicted vendor list during the term of this Agreement.

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

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

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

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

IN WITNESS WHEREOF, said DISTRICT has caused this Agreement to be executed in its name by the Chairman / Vice Chairman of the VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said DISTRICT, and GOLF MANAGEMENT SOLUTIONS, LLC has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

**VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT**

GOLF MANAGEMENT SOLUTIONS, LLC

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

Attest

Attest

EXHIBIT "A"

SCOPE OF SERVICES

A.1 DEFINITIONS

- A.1.1 "Change in the Scope of Services" means those events or services which either change the basis of cost or add additional scope to the services provided in this Agreement which are anticipated as long term events (greater than one year). Such events or services include, but are not limited to, services and/or cost presently the responsibility of Owner, newly mandated regulatory requirements and changes in the Facilities characteristics.

A.2 GENERAL

GMS SHALL:

- A.2.1 Provide management, staff and administration for the daily operation of the executive golf courses, including collecting fees for play and pull cart rentals.
- A.2.2 Maintain a sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified in this Agreement, and where appropriate, the certification requirements mandated by the State.

As per State of Florida Executive Order Number 11-116, the CONTRACTOR identified in this Contract shall utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of all persons employed during the contract term by the CONTRACTOR to perform employment duties pursuant to the Contract within Florida; and all persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the Contract with the DISTRICT. (<http://www.uscis.gov/e-verify>). Additionally, the CONTRACTOR shall include a provision in all subcontracts that requires all subcontractors to utilize the U. S. Department of Homeland Security's E-Verify system to verify employment eligibility of all persons employed during the contract term by the CONTRACTOR to perform work or provide services pursuant to this contract with the DISTRICT.

- A.2.3 Provide the following systems and services:

Daily Golf Operations

Starters: The hours of operation for starters are through 7:00 p.m.

Ambassadors Administrative and financial reporting staff and support, including telephone, copying, printing, office supplies, and

all costs of operation; except space and utilities will be provided by Owner.

Minor Maintenance -contractor shall, without additional charge, be responsible for bulb replacement, doorknob replacement, clearing minor plumbing stoppages, touch-up painting, minor equipment repair, and daily policing of restrooms, bulletin board maintenance and repair; additional signage.

A.2.4 Janitorial maintenance will be provided as per the locations, schedule, fees and services and supplies listed in Exhibit A-1.

A.2.5 Financial Reporting
-Collection and remittance daily of green fees, cart rentals
-Reconciliation of cash register tapes and receipts
- Facility use data

Exhibit A-1
EXECUTIVE COURSE CLEANING SCHEDULE

ACTIVITY	Frequency		
	Daily	Monthly	Other
Rest Rooms on Course			
Disinfect & deodorize all areas with proper cleaners	X		
Sweep & mop floors using disinfectant.	X		
Clean sinks, mirrors, glass & light fixtures	X		
Refill all dispensers when necessary	X		
Restock paper dispensers & wipe down	X		
Empty trash receptacles & replace liner	X		
Empty sanitary napkin disposal containers	X		
Clean water closets & urinals using acid based cleaners	X		
Vacuum vents & returns		X	
Polish all stainless steel partitions		X	
Dust all fixtures, shelves, exposed pipes, etc. Remove cobwebs & bugs.		X	
Fill floor traps with water		X	
Starter Shacks			
Empty trash	X		
Clean water fountains	X		
Remove butts from ash trays	X		
Replace sand in ash trays			1x/week
Polish drinking fountains twice per week, (Tuesday & Friday)			2x/week
Doors, Windows, Walls, Etc.			
Damp dust door handles, light switches, & push plates, etc	X		
Damp dust sills, sashes, & counter tops	X		
Clean all glass doors inside & out	X		
Clean interior doors using a disinfectant cleaner		X	
Polish metal kick plates & door handles		X	
Clean windows-inside & out		X	

Exhibit A-1**SUPPLIES**

Green Seal 37 and 40

Product Standards

Where and When Possible

Toilet Paper, 500Sht 96 counts
Toilet Paper, 1000ft, Junior Jumbo, fits dual roll dispenser.
Paper Towels, Multi-fold, Natural (brown)
Paper Towels, Multi-Fold, White
Paper Towels, Center Pull
Paper Towels, Hardbound Roll, Natural (brown)
Paper Towels, Hardbound Roll, Tork H1
Household Roll Towels
Can Liners 24" X 24" 10 Gal
Can Liners, 24" X 32" 15 Gal
Can Liners, 30" X 36" 30 Gal
Can Liners, 33" X 39" 33 Gal
Can Liners, 40" X 46" 45 Gal
Latex Gloves, Small
Latex Gloves, Medium
Latex Gloves, Large
Latex Gloves, Extra Large
Pink Lotion Hand Soap
Go Jo foam refills
Go Jo Foam #8716
Disinfectant Spray
Neutral floor Cleaner
Windex
409
Simple Green
Stainless Steel Cleaner
Shelia Shine
Mop Head
Urinal Screen, Wave 2
Urinal Mats 6/CS
Bleach
Waxed Bags (SN disposal) 250Ct
Vinegar, Gal
Round Brush, Eaves, Ea
Handle, Screw Tip, Ea
Purell, 2Ltr, Refill, Cs
Eco Clip 2.0, MsCs

EXHIBIT "B"

LIST OF THE FACILITIES

LOCATION	ADDRESS
Amberwood	7435 Legacy Lane
Briarwood	8501 Legacy Lane
Chula Vista	1019 Rio Grande Avenue
De La Vista	803 San Marino Drive
El Diablo	2381 Enrique Drive
El Santiago	2381 Enrique Drive
Hawkes Bay	740 Buena Vista Boulevard
Hill Top	1432 Water Tower Circle
Mira Mesa	998 Rio Grande Avenue
Oakleigh	7435 Legacy Lane
Saddlebrook	2980 Saddlebrook Lane
Silver Lake	679 Rainbow Boulevard
Walnut Grove	8501 Legacy Lane
RESTROOMS	ADDRESS
Amberwood Golf Club Restroom	17105 SE 71 st Hermitage Avenue
Briarwood/Walnut Grove Golf Club Restroom	17124 SE 91 st Lee Avenue
Chula Vista Golf Club Restroom	1143 Del Toro Drive
De La Vista Golf Club Restroom	599 San Marino Drive
Mira Mesa Golf Club Restroom	337 Chula Vista Avenue
Oakleigh Golf Club Restroom	17020 SE 79th Clearview Avenue
Saddlebrook Golf Club Restroom	551 Buena Vista Boulevard
El Diablo Golf Club Restroom	2350 El Camino Real
El Santiago Golf Club Restroom	2557 Enrique Drive
Hawkes Bay Golf Club Restroom	610 Buena Vista Boulevard
Silver Lake Golf Club Restroom	523 ½ Bonita Drive
Hill Top Restroom	1432 Water Tower Circle

EXHIBIT "B" (CON'T)

Current Contract	Location	Annual Cost*	New Rate 2.50%	Term	
Contract		16 - 17	17 - 18	Renewals Available through 9/30/21	Optional Term Available Thru
Amberwood Golf Club Restroom (1)	17105 SE 71 st Hermitage Avenue	\$5,386.00	\$5,521.00	10/1/17 - 9/30/19	9/30/2021
Oakleigh Golf Club Restroom (1)	17020 SE 79th Clearview Avenue	Incl Above		10/1/17 - 9/30/19	9/30/2021
Chula Vista Golf Club Restroom (1)	1143 Del Toro Drive	\$3,554.00	\$3,643.00	10/1/17 - 9/30/19	9/30/2021
De La Vista Golf Club Restroom (2)	599 San Marino Drive	\$5,271.00	\$5,403.00	10/1/17 - 9/30/19	9/30/2021
Mira Mesa Golf Club Restroom (2)	337 Chula Vista Avenue	\$3,555.00	\$3,644.00	10/1/17 - 9/30/19	9/30/2021
Briarwood/Walnut Grove Restroom	17124 SE 91 st Lee Avenue	\$5,386.00	\$5,521.00	10/1/17 - 9/30/19	9/30/2021
Saddelbrook Golf Club Restroom/	551 Buena Vista Boulevard	\$7,830.00	\$8,026.00	10/1/17 - 9/30/19	9/30/2021
Hawkes Bay Golf Club Restroom (3)	610 Buena Vista Boulevard	Incl Above		10/1/17 - 9/30/19	9/30/2021
El Santiago Golf Club Restroom/	2557 Enrique Drive	\$7,828.00	\$8,024.00	10/1/17 - 9/30/19	9/30/2021
El Diablo Golf Club Restroom (4)	2350 El Camino Real	Incl Above		10/1/17 - 9/30/19	9/30/2021
Silver Lake Golf Club Restroom (1)	523 ½ Bonita Drive	\$2,329.00	\$2,387.00	10/1/17 - 9/30/19	9/30/2021
Hill Top Restroom (1)	1432 Water Tower Circle	\$2,329.00	\$2,387.00	10/1/17 - 9/30/19	9/30/2021
* Included in Total Cost of Contract		\$43,468.0	\$44,556.00		

EXHIBIT "C"

COMPENSATION, PAYMENT AND BASE FEE ADJUSTMENT FORMULA

C.1 DEFINITIONS

- C.1.1 "Accounting Period" for the purposes of this Agreement means the period of time beginning on October 1st of each year and running through September 30th of the following calendar year.
- C.1.2 "Base Fee" means the compensation paid by Owner to GMS for the base services of this Agreement for any year of the Agreement. The Base Fee will be adjusted on October 1st of each year (each an "Adjustment Date") according to the formula set forth in Section C.4.
- C.1.3 "Cost" for the purpose of Incidental Services means the total amounts expended, determined on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP), for labor, labor overhead and benefits for employees. Costs shall not include expenses of GMS incurred for legal services, accounting services, consulting services and other non-labor expenses required for the operation of GMS.

C.2 COMPENSATION

- C.2.1 Owner shall pay to GMS as compensation for the services performed under this Agreement an initial annual Base Fee determined according to the formula set forth in Section C.4.

The Base Fee beginning October 1, 2017 shall be \$1,209,984.00.*

*Includes Janitorial costs in Exhibit B. Costs listed separately for accounting and contractual purposes.

Requests by Owner for Incidental Services shall be invoiced to Owner at GMS' Cost plus ten percent (10%).

- C.2.2 Amounts owed for Incidental Services shall be in addition to amounts owed under the Base Fee.
- C.2.3 VCCDD and CONTRACTOR further agree that in the event there is a change to the Federal or Florida Minimum Wage requirements during the term of this agreement, which would result in a rate in excess of the current Florida rate the CONTRACTOR will be entitled to the percent change in the rate or 1%, whichever is less. The 1% or less will be calculated using the current contract total and prorated for the remaining months within the contract through September 30. The resultant amount would then be added to the newly adjusted contract total.

C.3 **PAYMENT OF COMPENSATION**

C.3.1 The Base Fee shall be paid to GMS in equal monthly payments, with each payment to be made in advance.

C.3.2 All other compensation to GMS for Incidental Services is due on receipt of GMS' invoice and payable within thirty (30) days.

C.3.3 Owner shall pay late penalties in accordance with Florida Statutes.

C.4 **BASE FEE ADJUSTMENT FORMULA**

C.4.1 Changes in the Base Fee shall be negotiated annually six (6) months prior to the beginning of the period for which an Adjusted Base Fee is being calculated. The District and GMS agrees that good faith negotiations resulting in mutual agreement is the preferred methodology to be used to determine changes in the Base Fee.

C.4.2 In the event the District and GMS fail to agree in negotiations the Base Fee adjustment will be calculated using the CPI as outlined below:

CPI for All Urban Consumers (U.S. City Average) as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the month of January to January that is nine (9) Months prior to the beginning of the period for which an Adjusted Base Fee is being calculated.



AGENDA REQUEST

TO: Amenity Authority Committee

FROM: Diane Tucker, Administrative Operations Manager

DATE: 8/9/2017

SUBJECT: **Request Authorization to present Amendment One to the Management Services Agreement with Golf Management Solutions, LLC for the Director of Executive Golf Course Maintenance Position**

ISSUE:

Review, discussion and approval to present Amendment One to the Management Services Agreement between the VCCDD and Golf Management Solutions, LLC for the Director of Executive Golf Course Maintenance Position to the Village Center Community Development District Board of Supervisors for approval

ANALYSIS/INFORMATION:

The original agreement was approved on September 9, 2010 by the VCCDD to create the position of Director of Executive Golf Course Maintenance.

This position is employed by the VCCDD with the Director of Recreation oversight. The position is supported with office space and communication and coordination with GMS management personnel. The intent and purpose of this agreement with GMS allows support, continuity, and best practices of resources for executive golf course maintenance operations community wide.

During the review of the current agreement, the District hired an additional full time executive golf supervisor to assist the Director of Executive golf with 36 executive golf courses under the District's responsibility. In review of operations with GMS, District staff and GMS have agreed since these two positions now have District issued vehicles, there is no longer a requirement for mileage reimbursement and transportation costs by GMS. This will be funded and handled according to District policy as we do for other departments' transportation and mileage.

GMS supports this change and has also added no additional increase to the current \$15,000.00 for support of the Director of Executive Golf and the Executive Golf Supervisor for utilizing GMS office space and overhead expenses as part of the amended agreement.

The contract includes an amount of \$15,000.00 annually, payable from the VCCDD to GMS for office space, office equipment, supplies and miscellaneous operational expenses for the Director and Supervisor of Executive Golf Course Maintenance. This amount will remain the same.

Budget Impact:

The budgeted amount for this contract is \$15,000.00. The budget for Fiscal year 17 – 18 will remain

unchanged

STAFF RECOMMENDATION: Staff requests approval to present agenda item to the Village Center Community Development District Board of Supervisors for their approval at the August 9, 2017 meeting

MOTION:

Motion to authorize staff to present agenda item to the Village Center Community Development District Board for approval at the August 9, 2017 meeting.

ATTACHMENTS:

Description	Type
Amendment One to the Management Services Agreement between VCCDD and Golf Management Solutions LLC for the Director of Executive Golf Course Maintenance Position	Cover Memo
Management Agreement with Golf Management Agreement for the Director of Executive Golf Course Maintenance Position	Cover Memo

**AMENDMENT ONE TO THE MANAGEMENT SERVICES AGREEMENT BETWEEN
VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
AND GOLF MANAGEMENT SOLUTIONS, LLC FOR
DIRECTOR OF EXECUTIVE GOLF COURSE MAINTENANCE POSITION**

THIS AMENDMENT is entered into this 9TH day of August 2017 between VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT (VCCDD), whose mailing address is 984 Old Mill Run, The Villages, Florida 32162 and GOLF MANAGEMENT SOLUTIONS, LLC (GMS) whose address is 1000 Main Street, Suite 248, The Villages, Florida 32162.

WHEREAS, VCCDD and GMS entered into a Management Services Agreement for a Director of Executive Golf Course Maintenance position on September 9, 2010, to manage and oversee the golf course maintenance activities of VCCDD and SLCCDD owned executive golf courses; and

WHEREAS, VCCDD and GMS desire to amend the Management Services Agreement effective October 1, 2017;

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

1. VCCDD and GMS agree to amend Section 3. COMPENSATION, Item 3.1.4. to read as follows:

“GMS will be responsible for the Director’s and Executive Golf Supervisor’s overhead expenses including, but not limited to office space, computer, office equipment, office supplies, professional dues, continuing education, cellular phone, and miscellaneous operational expenses. The DISTRICT MANAGER and GMS will periodically assess any changes needed related to this Section and mutually agree how best to assign manage these items within the agreement.”

2. VCCDD and GMS agree that the Executive Golf Supervisor is not due any payment from the DISTRICT other than what may be mutually determined as beneficial to the DISTRICT within Section 3.1.4.
3. VCCDD and GMS agree that all other terms and conditions of the original Agreement are hereby ratified and continue in full force and effect.

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

**VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT**

GOLF MANAGEMENT SOLUTIONS, LLC (GMS)

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

Attest

Attest

786

**MANAGEMENT SERVICES AGREEMENT BETWEEN
VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
AND GOLF MANAGEMENT SOLUTIONS, LLC FOR
DIRECTOR OF EXECUTIVE GOLF COURSE MAINTENANCE POSITION**

THIS AGREEMENT is entered into this 9th day of September 2010 by and between VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT ("VCCDD"), whose mailing address is 3201 Wedgewood Lane, The Villages, Florida 32162 and GOLF MANAGEMENT SOLUTIONS, LLC (GMS) whose address is 1000 Main Street, Suite 248, The Villages, Florida 32159.

WHEREAS, VCCDD and Sumter Landing Community Development District ("SLCDD") are Community Development Districts ("Districts") created pursuant to Florida Statutes, Chapter 190; and

WHEREAS, VCCDD and SLCDD own and operates certain executive golf courses; and

WHEREAS, VCCDD and SLCDD entered into an interlocal agreement on January 31, 2003 for management, finance, and administrative services; and

WHEREAS, VCCDD and SLCDD entered into separate Management Agreements with GMS for golf management services for the management and operation of the executive golf courses; and

WHEREAS, VCCDD and GMS desire to enter into a Management Services Agreement creating the position of Director of Executive Golf Course Maintenance to oversee and manage the maintenance activities of all executive golf courses owned and operated by VCCDD and SLCDD and defining the responsibilities of VCCDD and GMS with regard to said position;

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

1. DIRECTOR OF EXECUTIVE GOLF COURSE MAINTENANCE

1.1. VCCDD and GMS agree to create the position of Director of Executive Golf Course Maintenance (Director) to manage and oversee the golf course maintenance activities of VCCDD and SLCDD owned executive golf courses. This responsibilities of this position include but are not limited to:

- 1.1.1. Monitor the performance of the various golf maintenance contractors based on contractual specifications. This will be accomplished by routine inspections and periodic evaluations. The Director may recommend agronomic practices, but will not direct the contractors on specific courses of action.
- 1.1.2. Oversee all course enhancement projects relating to golf course landscape, tees, greens, bunkers, and general greenscape. This will include participation in the budget formulation process, competitive solicitation process for the selection of goods and services for the courses, and project oversight.
- 1.1.3. Engage in proactive communication with residents and guests regarding course maintenance conditions, practices, projects, and activities.

- 1.1.4. Respond to resident inquiries, comments, concerns, and questions regarding executive golf course maintenance conditions, practices, projects, and activities.
- 1.1.5. Work with the Districts' engineer, Arnett Environmental LLC, to ensure the executive golf courses are operating within the required water allocations and to make necessary adjustments to allocations as necessary and possible.
- 1.1.6. Work with the District's Purchasing Department regarding maintenance contract renewals through the competitive solicitation process.
- 1.1.7. Work with the District's Purchasing Department regarding enforcement of maintenance contract requirements, recommended changes to maintenance contracts, and contract ramifications for failure to perform to contractual standards and expectations.
- 1.1.8. Monitor environmental factors which may prohibit the executive courses from meeting expectations for a period of time (example being extreme drought, lack of sufficient irrigation water or extreme cold) and report to District Management as necessary.

2. DISTRICT RESPONSIBILITIES

2.1. VCCDD and GMS agree that the responsibilities of VCCDD's District Property Management Department for maintenance activities will remain as follows:

- 2.1.1. All water movement
- 2.1.2. Pump stations
- 2.1.3. Buildings and building maintenance
- 2.1.4. Cart path maintenance
- 2.1.5. Other structures and hardscapes (fences, walls, etc.)
- 2.1.6. Water Retention Area (WRA) maintenance
- 2.1.7. Geo-technical engineering and repair
- 2.1.8. Damage repair and/or maintenance as required due to forces majeure
- 2.1.9. Tree removal

3. COMPENSATION

3.1. VCCDD and GMS agree that compensation for the position and the management services associated with this position shall be as follows:

- 3.1.1. The Director will be employed by VCCDD; however the position will report to and take direction from GMS management personnel.
- 3.1.2. VCCDD will pay all wages, taxes, and benefits associated with the position of Director of Executive Golf Course Maintenance.

- 3.1.3. VCCDD will pay a competitive wage and provide base salary increases based on additional responsibility as more golf courses/responsibility are included in job responsibility so as to guarantee the attraction and retention of employee capable of performing the duties assigned.
- 3.1.4. GMS will be responsible for the Director's overhead expenses such as office space, computer, office equipment, office supplies, professional dues, continuing education, cellular phone, mileage reimbursement/transportation, and miscellaneous operational expenses.
- 3.1.5. VCCDD shall pay GMS an annual Agreement amount of Fifteen Thousand and no/100 Dollars (\$15,000.00) or One Thousand, Two Hundred Fifty and no/100 Dollars (\$1,250.00) per month for the oversight and management of the position of Director of Executive Golf Course Maintenance.

4. TERM

- 4.1. The term of this Management Services Agreement shall run concurrent with the Management Agreement between VCCDD and GMS dated October 1, 2004 for golf management services for the management and operation of the executive golf courses.
- 4.2. This Agreement may be terminated by either party upon sixty (60) days prior written notice.

5. OTHER MATTERS

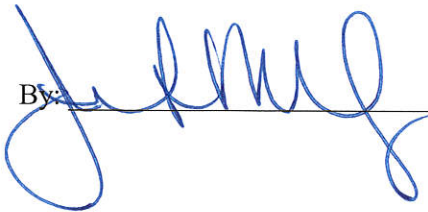
- 5.1. GMS shall indemnify and hold harmless VCCDD and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of GMS and other persons employed or utilized by GMS in the performance of this Management Services Agreement.
- 5.2. GMS, its agents, servants, or employees shall, in no manner whatsoever be construed as the employees, agents, servants or representatives of VCCDD and shall have no expressed or implied power or authority to act in any manner whatsoever for or on behalf of VCCDD, except as provided in the scope of services called for herein. GMS is hereby designated as an independent contractor to VCCDD and none of the employees, agents, or servants of GMS shall have any of the fringe benefits applicable to employees of VCCDD.
- 5.3. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees, incurred by the other party and enforcing it rights hereunder, whether litigation be instituted or not, and at the trial court and appellate court level.
- 5.4. GMS does hereby waive "venue privilege" and or "diversity of citizenship privileges" and agrees specifically that any action for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court for Sumter County, Florida and GMS hereby specifically waives its right to institute any action of any kind or nature whatsoever against VCCDD in any other State or Federal Court or administrative tribunal.
- 5.5. This Agreement represents the entire agreement between the parties relating to the Director of Executive Golf Maintenance and supersedes all prior negotiations, representations, or

agreements, either written or verbal. If any provision of the Agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect.

- 5.6. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.
- 5.7. This Agreement shall be binding upon the successors and assign of each of the parties, but neither party will assign this Agreement without prior written consent of the other party. Such consent shall not be unreasonably withheld.
- 5.8. In performing services hereunder, GMS shall comply with all federal, state and local laws and regulations.
- 5.9. GMS shall notify District in writing of any commitments during the term of this Agreement which GMS believes may constitute a potential or actual conflict of interest with respect to the requirements of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

ATTEST:

By: _____

VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT

_____

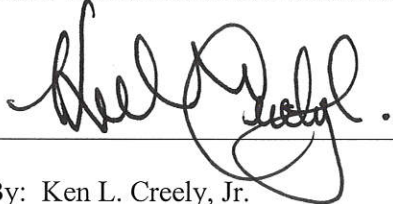
By: Stephen Drake, Chairman

Date Signed: 9/14/10

ATTEST:

By: _____

GOLF MANAGEMENT SERVICES, LLC

_____

By: Ken L. Creely, Jr.

Date Signed: 9-10-10



AGENDA REQUEST

TO: Amenity Authority Committee
FROM: Janet Y. Tutt, District Manager
DATE: 8/9/2017
SUBJECT: **First Baptist Church Fellowship Hall and Property**

ISSUE:

Consideration of and direction to staff regarding the Purchase of the First Baptist Church Fellowship Hall and Property.

ANALYSIS/INFORMATION:

As discussed with the Amenity Authority Committee (AAC) at the July 12, 2017 meeting, there is renewed interest in the sale and possible purchase on the part of the AAC and the First Baptist Church at The Villages, Inc. (Church).

During previous actions, the AAC and the Church secured appraisals of the building and property. The two appraisals valued the building and property at \$1,160,000 and \$1,175,000. Following receipt of the appraisals, in accordance with the Contract for Purchase and Sale, the Church exercised its right to terminate and withdraw from the contract. During the last AAC meeting, I advised the Committee the Church and I met and discussed both the appraisal price and the amount the Church was interested in receiving for the purchase. After discussion, the Church and I finally agreed to a purchase price of \$1,500,000.

The decision to purchase rests soundly in the reasonable discretion of the AAC and the District board after evaluating all factors as to whether the purchase is fair, and in the District's best interest. While my public sector career experiences required two appraisals and did not provide for paying above appraised price, District Counsel advises that Florida law does not require that two appraisals be obtained.

However, staff believed it prudent to obtain the appraisals to assist the AAC and the Board (as well as the church) in evaluating the purchase and to insure that the price and terms were fair for all concerned. As appraisals are not legally required, we are similarly not limited to paying the appraised price. In fact, governmental entities often pay more than the appraised value because of their unique circumstances. For example, a governmental agency, such as the District, is often limited to the geographical area in which it can purchase (i.e. it can't move to the next town to find a better "deal"). As such, local governmental entities, particularly in the eminent domain context, routinely pay more than the appraised value in acquiring real property for local government purposes. Before exceeding the appraised value though, the AAC must be

confident that the best interests of the District are served. Staff believes that the factors outlined below justify that the proposed purchase price, which was negotiated below the seller's asking price, serves those best interests.

Staff believes, based on a number of factors, the purchase price is a fair, appropriate and in the District's best interest:

1. The price is reasonable for the purchase of the building and property which will provide for both specialty and unique indoor and outdoor recreation opportunities.
2. The property includes the necessary infrastructure and utilities which provide for economical improvements and any proposed expansions.
3. The property provides current and available golf cart and vehicular accessibility to recreation facilities (including gate access).
4. As outlined below, stormwater has been provided for in the original plans/development which provides a buildable site for additional facilities.
5. As previously discussed, The Villages of Lake-Sumter, Inc. (VLS) had agreed to construct the pool scheduled for Soulliere Villas at the Church site. If property is purchased, and time assurances are provided to VLS to meet the Soulliere Villas construction schedule, VLS has agreed to build the pool on the Church property.
6. District staff has not been able to identify available property as desired by the AAC to provide additional recreational facilities with golf cart accessibility, and available infrastructure.

After providing the purchase price to the AAC during your July meeting, you directed me to secure additional information and return at the August meeting.

I met with the Village Center Community Development District's Engineer, Farner Barley, and thoroughly discussed the site of the Church. Engineer Jeff Head reviewed the property and advised the only underground utility present within the future development footprint is electric. However, the lines are service lines to the church and would not create any measurable problem should additional areas be developed.

Mr. Head also reviewed the drainage and advised there are no issues and any development the District may have for outdoor recreational areas can be handled by the current stormwater infrastructure. The stormwater system was developed to address additional construction on the site that would be more than adequate for any use suggested by the District.

In addition to meeting with Mr. Head, I also met with representatives of the Church. We discussed a number of items which would all be part of the Purchase and Sale Agreement if you vote to proceed. Staff is also interested in additional considerations which will be included in the following recommendations based on discussions with the Church and District staff:

1. The Contract would be contingent on the concurrence from Marion County that the property can be used for Recreation facilities. While this issue has been discussed verbally with Marion County and they have advised this is the case, no formal request was made or formal written response received.
2. The Purchase price would include conveyance of the property to allow access from C.R. 42 to the Church property.
3. Staff's recommendation would be to limit all vehicular access to and from the Church from Clearview to be golf carts only. This will reduce the impact on the residents on Clearview. This has been discussed with the Church and there is no objection.
4. The Seller will be allowed to use the property at no cost to the Seller or its renters until a date certain (to be discussed in light of the construction of a new fellowship hall and the time frame to build the swimming pool). (Building/grounds maintenance, utilities, insurance, etc. would be required to be paid by the Seller as outlined in a lease agreement to be developed and included as part of the closing

documents and all maintenance continued on the property by the current owners until the District takes possession.)

While the Recreation Department is not short of ideas and has accumulated requests from residents for preferred facilities to be placed on both current and proposed properties, the utilization of the Church and the ten acres would go through the same resident input/development process as we have used for other facilities.

STAFF RECOMMENDATION:

It is recommended the AAC review and discusses the information provided. Should you have any questions or need additional information prior to the AAC meeting you believe would be helpful in the discussions process, please do not hesitate to contact me in advance so the discussion during the meeting can be productive.

MOTION:



AGENDA REQUEST

TO: Amenity Authority Committee

FROM: Janet Y. Tutt, District Manager

DATE: 8/9/2017

SUBJECT: **Ownership and Maintenance Responsibility of the Power Corridor Trail**

ISSUE: Discussion and direction regarding ownership and maintenance responsibility of the Power Corridor Trail.

ANALYSIS/INFORMATION:

On April 9, 2014, the Amenity Authority Committee (AAC) and the Village Center Community Development District (VCCDD) took action to enter into an Interlocal Agreement with VCDD No. 4 for Maintenance of Certain Multi-Modal Path Paths which consisted of the area referred to as the Power Corridor Trail (PCT). The VCDD No. 4 subsequently approved the Interlocal Agreement at their April 11, 2014 meeting.

The Agreement provided that the VCCDD was solely responsible for financing, coordinating and supervising the maintenance of the asphalt portion the multi-modal path.

On June 7, 2017, Paul Kelly, Chairman of the VCDD No. 4 Board, presented a request to the AAC to improve the PCT based on previous alternatives provided by Kimley-Horn and Associates, Inc. (KHA). One of the alternatives included widening the PCT to 15.5 feet with the installation of 6-inch ribbon curbing. Further discussion took place at the July 12, 2017 AAC meeting with a request that VCDD No. 4 take formal action indicating that they would accept ownership of the PCT. Subsequent to the request, at the July 14, 2017 VCDD No. 4 Board meeting, the following motion was unanimously approved which stated that VCDD No. 4 would re-assume ownership and maintenance of the PCT if it was retrofitted to 15.5 feet with a 6 inch ribbon curbing:

On MOTION by Don Deakin, seconded by Jim Murphy, with all in favor, the Board commits to assume ownership and maintenance of the 1.3 miles of trail, contingent upon total reconstruction to a standard multi-modal path.

Based on the direction provided by the VCDD No. 4 Board of Supervisors, Staff is requesting direction from the VCDD No. 4 Board and the AAC to direct legal counsel to prepare the documents necessary for the transfer of ownership and maintenance responsibility subject to the AAC moving forward with any retrofitting of the PCT. Additionally, Staff requests direction to work on securing any additional land necessary from The Villages of Lake-Sumter, Inc. and work with KHA to prepare bid documents should

the project come to fruition.

STAFF RECOMMENDATION:

Staff requests that the AAC and VCDD No. 4 provide direction for legal counsel to take the necessary actions and prepare the documents necessary subject to the AAC moving forward with any retrofitting of the PCT in addition to securing additional land necessary from The Villages of Lake-Sumter, Inc. and working with KHA to prepare bid documents.

MOTION:

Motion to authorize staff to work with legal counsel to take the necessary actions and prepare the documents required to transfer ownership and maintenance responsibilities of the Power Corridor Trail to the VCDD No. 4, subject to the retrofitting of the multi-modal path; work on securing additional land required for retrofitting the Power Corridor Trail from The Villages of Lake-Sumter, Inc., and work with Kimley-Horn and Associates, Inc. to develop the necessary bid documents should the project be approved.



AGENDA REQUEST

TO: Amenity Authority Committee
FROM: District Staff
DATE: 8/9/2017
SUBJECT: **Old Business Status Update**

ISSUE: Old Business Status Update - August 9, 2017

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
❑ Old Business Status Update	Cover Memo
❑ Project Consideration List	Cover Memo

**Amenity Authority Committee
"Old Business" Status Update**

Item(s) to be addressed by Staff	Action Taken	Status Update (if applicable)	Completed (√)
Baptist Church on CR 42 Potential Purchase		Status update to be provided.	
Church of Christian Faith request		Agreement has been prepared and forwarded to the Church of Christian Faith.	
Acceptance of ownership/maintenance responsibility for Oregon Avenue		District Counsel received final title search and is in the process of reviewing with HOA.	
Request to renovate Mulberry Trail	AAC has advised that they will consider reconstruction of the Springdale Trail into a multi-modal path once the District 4 Board has agreed to accept ownership of the trail.	On agenda	
Installation of two-board fence around area on El Camino Real.	Committee chose not to proceed at this time but requested the item remain on the Old Business Status Update. There is no further action for Staff at this time.		
Project Consideration List	This item is included monthly at the request of the Committee.		
Decorative water features and illumination alternatives		Staff to provide an assessment of what fountains, sprays, illumination currently exists at the August 9, 2017 meeting.	
Please note: Monthly status updates pertaining to Recreation Center Improvement Projects are included on the Capital Projects Update.			

PROJECT CONSIDERATION LIST
Amenity Authority Committee

Created 1/6/2016

ITEM	DATE	REQUESTED BY	DESCRIPTION	ESTIMATED COST	Comments/Status
(1)			Indoor Restroom @ original Santiago Rec Center	\$15,000	Discussed at April Budget Workshop - Include in 16-17 Budget after add'l discussion at May BW re: type of restroom. Delayed to June mtg. JUNE MTG: Approved from Settlement Funds - Proceed with one restroom in current year
(2)			Fountain @ Santiago	\$18,800 to \$21,000	Discussed at April BW (no consensus) - delayed to May BW. Sam provided cost estimate @ 1/6/16 mtg. Delayed to June reg mtg. JUNE MTG: Approved from Settlement Funds - Proceed in current year
(3)	1/6/2016 Reg Mtg.	Carl Bell	Replacement of Fountain @ CR466/Buena Vista	\$10,000 - \$20,000	Include in FY16-17 Budget
(4)		Carl Bell	Wi-Fi in Recreation Centers		Discussed at April BW - delayed to May BW. Delayed to June reg mtg. Delayed to July mtg.
(5)	2/10/2016 Reg Mtg	Resident/John Wilcox	Postal Centers - Ramps, handrails		Discussed at April BW - delayed to May BW. Delayed to June reg mtg. JUNE MTG: From Working Capital - At Glenbrook remove fence and add 1 handicap spot on other side of building. Move forward now and a budget resolution will follow if necessary.
(6)		Resident	Springdale/ Mulberry Trail (Restore to walking trail)		BW 4-13-16: Delay until later time
(7)		John Rohan 3-16-16 email	Outdoor Rec Equipment - Springdale Exercise Trail	\$50,000	BW 4-13-16: Include in FY16-17 Budget. Similar to eqp at Paradise
(8)		E. Van Gorder 3-16-16 email	Putting Green - Silver Lake Golf Course	\$32,850	BW 4-13-16: Include in FY16-17 Budget
(9)		Don Deakin	Pave diagonal dirt path to Mulberry Dog Park and pave parking lot	\$42,000	BW 4-13-16: Sam will provide cost estimate at May workshop. Delayed to June mtg. JUNE MTG: Approved from Settlement Funds - Proceed with 13ft path with curbing and parking for 10 carts
(10)			Saddlebrook & Hawkes Bay Fountains	\$18,800-\$21,000 ea	May Budget Workshop item. Delayed to June reg mtg. JUNE MTG: Approved from maintenance dollars (Working Capital)
PENDING LAND/UTILIZATION INFORMATION					
(10)	12/9/2015 Mtg.	Resident - AAC	Additional Petanque Courts		Jan 2016 mtg: Agenda item with proposed location. May BW: To be considered with outdoor rec complex property.
(11)	1/6/2016 Mtg	Resident	Indoor Pool		
(12)	Feb. & Mar. Reg Mtg	Don Deakin/Resident	Platform Tennis - Add'l locations		March Reg. Mtg: Resident requested add'l platform tennis courts. May BW - To be considered with outdoor rec complex property.
(13)	3/9/2016 Reg Mtg & 4-13-16 BW	Lawn Bowling Club & Croquet Club	Space for additional courts/storage shed.		March Reg Mtg.: Handout provided by Lawn Bowling Club rep 4-13-16 BW: Croquet Club rep requested/supported additional courts. May BW: To be considered with outdoor rec complex property.
DELETED					
D	2/10/2016 Reg Mtg.		Pool Chairlifts - N of 466	\$9,000 - \$11,000	BW 4-13-16: DELETE Topic mentioned during mtg. Carrie provided list of N pools with chairlifts. John provided cost est.
D		John Rohan 3-16-16 email	Pool Aeration System (Test program - Mulberry Pool)	\$4,000	BW 4-13-16 DELETE: April workshop



AGENDA REQUEST

TO: Amenity Authority Committee
FROM: District Staff
DATE: 8/9/2017
SUBJECT: Capital Projects Update

ISSUE: The Capital Projects Update will be provided to the Committee at the meeting.

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:



AGENDA REQUEST

TO: Amenity Authority Committee
FROM: Sarah Koser, Interim Finance Director
DATE: 8/9/2017
SUBJECT: VCCDD Financial Statements

ISSUE:

- A. VCCDD Budget to Actuals as of June 30, 2017
- B. Interest Allocation as of June 30, 2017

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
❑ Budget to Actual Statements	Cover Memo
❑ Interest Allocation	Cover Memo

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND OPERATING BUDGET
BUDGET TO ACTUAL STATEMENT AS OF: June 30, 2017 (Unaudited)
Nine (9) Months of Operations - 75.00% of Year

Account Number	Description of Account	Actual Information			Year-to-Date Variance	Percent of Annual Budget	Footnotes
		Annual Budget	Current Month Actual	Year-to-Date Actual			
REVENUES:		Over/(Under)					
338000	Management Fees - Intergovernmental	\$ 5,016,133	\$ 418,000	\$ 3,762,133	\$ (1,254,000)	75.00%	
338000	Fees for Services - Intergovernmental	18,721,325	1,623,469	13,850,918	(4,870,407)	73.98%	
338000	Tech Service Fees - Intergovernmental	1,030,254	89,368	762,150	(268,104)	73.98%	
341301	Admin Fees from Developer	114,971	-	114,971	-	100.00%	A
341302	Recreation Fees from Developer	527,340	-	527,340	-	100.00%	A
341307	Tech Service Fees from Developer	40,617	-	40,617	-	100.00%	A
341308	Tech Service Fees from CSU	36,155	3,013	27,116	(9,039)	75.00%	
341309	Tech Service Fees from SWCA	519	43	390	(129)	75.14%	
341310	Admin Service Fees from CSU	198,843	16,570	149,133	(49,710)	75.00%	
341311	Admin Service Fees from SWCA	19,300	1,608	14,476	(4,824)	75.01%	
341900	Other General Government Charges	42,000	6,996	33,651	(8,349)	80.12%	B
347901	Lifelong College Classes	1,051	-	-	(1,051)	0.00%	C
361100	Interest Income	15,000	5,860	34,932	19,932	232.88%	D
361307	Unrealized Gain or Loss- LTIP	-	10,922	40,796	40,796	0.00%	E
366010	Donations - Other	35,000	50	35,020	20	100.06%	F
Total Revenues:		\$ 25,798,508	\$ 2,175,899	\$ 19,393,643	\$ (6,404,865)	75.17%	
EXPENDITURES :		Under/(Over)					
500100	Salaries and Wages	\$ 15,352,993	\$ 1,147,969	\$ 10,630,318	\$ 4,722,675	69.24%	
500200	Employee Benefits	4,410,159	290,002	3,192,047	1,218,112	72.38%	
Subtotal Personal Service Expenses		19,763,152	1,437,971	13,822,365	5,940,787	69.94%	
500310	Professional Services	391,161	23,228	236,304	154,857	60.41%	
500320	Accounting & Auditing	1,000,000	-	1,000,000	-	100.00%	G
500340	Other Contractual Services	1,405,819	116,383	895,045	510,774	63.67%	
500400	Travel & Per Diem	60,327	6,199	32,119	28,208	53.24%	H
500410	Communications & Freight Services	389,673	5,368	213,661	176,012	54.83%	H
500430	Utilities Services	96,357	8,221	53,363	42,994	55.38%	
500440	Rentals & Leases	791,478	67,797	572,224	219,254	72.30%	
500460	Repairs & Maintenance Services	207,039	12,088	147,906	59,133	71.44%	
500470	Printing & Binding	221,433	8,257	152,697	68,736	68.96%	
500480	Promotional Activities	271,830	12,484	174,411	97,419	64.16%	
500490	Other Current Charges	57,807	14,224	29,557	28,250	51.13%	H
500510	Office Supplies	74,069	6,124	41,291	32,778	55.75%	
500520	Operating Supplies	1,079,898	37,696	405,551	674,347	37.55%	H
500540	Books, Publications, Subscriptions & Dues	96,729	4,030	33,053	63,676	34.17%	H
Subtotal Operating Expenses		6,143,620	322,099	3,987,182	2,156,438	64.90%	
500641	Vehicles	447,898	3,438	366,105	81,793	81.74%	I
500642	Capital FF&E	1,077,783	2,050	6,588	1,071,195	0.61%	J
500600	Capital Project Expense	1,525,681	5,488	372,693	1,152,988	24.43%	
Total Expenditures		\$ 27,432,453	\$ 1,765,558	\$ 18,182,239	\$ 9,250,214	66.28%	
Change in Unreserved Net Position		\$ (1,633,945)	\$ 410,341	\$ 1,211,404	\$ 2,845,349		
Change in Unreserved Net Position indicates a budgeted use of Working Capital of \$1,633,945							
Fund Balance Analysis:		Balance Forward 09/30/16	Current Month Actual	Year to Date Actual	Current Balance		
Unassigned		\$ 5,808,265	\$ 410,341	\$ 1,211,404	\$ 7,019,669		
Committed General R&R Reserve							
Total Fund Balance		\$ 5,808,265	\$ 410,341	\$ 1,211,404	\$ 7,019,669		

**VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND OPERATING BUDGET
BUDGET TO ACTUAL STATEMENT AS OF: June 30, 2017 (Unaudited)
Nine (9) Months of Operations - 75.00% of Year**

Footnotes:

- A** Revenue Fees from the Developer ended due to the November 2016 SLAD purchase. A budget amendment was processed in April.
- B** Majority of Miscellaneous Revenue is for the annual payment from Villages for their portion of ID supplies (\$17,365), the DOA annual purchase card rebate (\$8,632) and the Workers Comp True Up Refund (\$6,361).
- C** Software Use Agreement with The Villages Lifelong Learning College for the use of the Safari Software is on hold.
- D** Interest Income includes monthly interest from CFB, our depository bank, and investments with Florida Cooperative Liquid Assets Security System (FLCLASS), Florida Education Investment Trust Fund (FEITF), and the State Board of Administration (SBA).

Month	CFB	FLCLASS	FEITF	SBA
Oct-16	0.00%	0.82%	0.72%	0.86%
Nov-16	0.00%	0.81%	0.71%	0.85%
Dec-16	0.06%	0.83%	0.72%	0.90%
Jan-17	0.15%	0.90%	0.86%	0.99%
Feb-17	0.13%	0.95%	0.92%	0.97%
Mar-17	0.25%	0.98%	0.94%	1.03%
Apr-17	0.38%	1.05%	1.01%	1.11%
May-17	0.36%	1.07%	1.03%	1.12%
Jun-17	0.50%	1.12%	1.06%	1.19%

- E** The unbudgeted revenue relates to the monthly unrealized gain or loss from our long term investments, which has been booked through the end of last month.
- F** Donations - Other Revenue - Adopt a bench and tables.
- G** The Accounting and auditing expenditure relates to a one time refund from General Fund for accumulated surplus working capital (\$1,000,000) that was transferred in February 2017 to all Districts and Funds based on prior year contributions.
- H** Some expenditure accounts incur charges on an irregular basis.
- I** Capital expenditures are for Community Watch, Recreation, Property Management, and Customer Service vehicles.
- J** The Capital FF&E expenditures are for the Finance BS&A Utility Billing Software and Community Watch License Plate Recognition System.

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
COMMUNITY STANDARDS SPECIAL REVENUE FUND OPERATING BUDGET
BUDGET TO ACTUAL STATEMENT AS OF: June 30, 2017 (Unaudited)
Nine (9) Months of Operations - 75.00% of Year

Account Number	Description of Account	Actual Information			Year-to-Date Variance	Percent of Annual Budget	Footnotes
		Annual Budget	Current Month Actual	Year-to-Date Actual			
REVENUES:					Over/(Under)		
338056	Community Standard Fees from RAD	\$ 67,211	\$ 5,601	\$ 50,409	\$ (16,802)	75.00%	
338058	Community Standard Fees from District 1	43,427	3,619	32,570	(10,857)	75.00%	
338059	Community Standard Fees from District 2	43,478	3,623	32,608	(10,870)	75.00%	
338060	Community Standard Fees from District 3	42,251	3,521	31,688	(10,563)	75.00%	
338061	Community Standard Fees from District 4	48,542	4,045	36,406	(12,136)	75.00%	
338062	Community Standard Fees from District 5	56,725	4,727	42,544	(14,181)	75.00%	
338063	Community Standard Fees from District 6	69,154	5,763	51,868	(17,286)	75.00%	
338064	Community Standard Fees from District 7	50,127	4,177	37,595	(12,532)	75.00%	
338065	Community Standard Fees from District 8	71,661	5,972	53,746	(17,915)	75.00%	
338066	Community Standard Fees from District 9	83,067	6,922	62,300	(20,767)	75.00%	
338067	Community Standard Fees from District 10	66,027	9,432	37,729	(28,298)	57.14%	A
338095	Refund-General Fund	9,300	-	9,300	-	100.00%	B
341303	Community Standard Fees from Developer	20,398	458	19,024	(1,374)	93.26%	C
341999	Misc Revenue	-	78	3,099	3,099	0.00%	D
354001	Deed Compliance Fines	72,500	2,500	(9,650)	(82,150)	-13.31%	E
361100	Interest Income	-	299	1,919	1,919	0.00%	F
361307	Unrealized Gain or Loss- LTIP	-	551	2,143	2,143	0.00%	G
Total Revenues:		\$ 743,868	\$ 61,288	\$ 495,296	\$ (248,572)	66.58%	
EXPENDITURES:					Under/(Over)		
519100	Salary & Wages	\$ 272,375	\$ 19,740	\$ 169,776	\$ 102,599	62.33%	
519200	Employee Benefits	132,166	8,200	95,782	35,374	73.23%	
Subtotal Personnel Services		404,531	27,940	265,558	137,973	65.89%	
519311	VCCDD Management Fees	138,893	11,574	104,171	34,722	75.00%	
514313	Legal Fees	54,500	7,313	33,708	20,794	61.85%	
519318	Technology Services	2,491	208	1,887	624	74.95%	
519319	Other Professional Services	140	20	117	23	83.57%	
519343	Systems Management Support	15,675	1,722	11,975	3,700	76.40%	
519411	Telephone	2,880	202	832	2,148	27.92%	H
519412	Postage	2,943	150	884	2,059	30.04%	H
519442	Equipment Rental	14,304	1,070	7,309	7,055	50.88%	H
519465	Vehicle Repair & Maintenance	2,004	-	428	1,576	21.36%	H
519469	Other Maintenance	25,000	450	1,950	23,050	7.80%	H
519471	Printing & Binding	2,200	-	-	2,200	0.00%	H
519497	Legal Advertising	75	-	-	75	0.00%	H
519511	Office Supplies	2,992	-	1,054	1,938	35.23%	H
519521	Gasoline/Diesel	12,033	373	2,734	9,299	22.72%	I
519522	Operating Materials & Supplies	5,385	1,004	4,247	1,138	78.87%	
500524	Non-Capital FF&E	-	-	343	(343)	0.00%	J
519525	Non-Capital Hardware/Software	1,862	-	725	937	43.62%	K
519542	Training & Education	1,000	-	-	1,000	0.00%	H
519993	Surplus Fines	45,000	-	1,750	43,250	3.89%	H
Subtotal Operating Expenses		329,337	24,086	174,092	155,245	52.66%	
Total Expenditures		\$ 733,868	\$ 52,026	\$ 440,650	\$ 293,218	60.04%	
Change in Unreserved Net Position		\$ 10,000	\$ 9,262	\$ 54,646	\$ 44,646		
Change in Unreserved Net Position Indicates a budgeted addition of \$10,000 to the Committed Deed Compliance Reserve							
Fund Balance Analysis:		Balance Forward 09/30/16	Current Month Actual	Year to Date Actual	Current Balance		
Unassigned		\$ 261,320	\$ 9,262	\$ 44,646	\$ 305,966		
Committed - Deed Compliance		86,745	-	10,000	96,745		
Total Fund Balance		\$ 348,065	\$ 9,262	\$ 54,646	\$ 402,711		

**VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
COMMUNITY STANDARDS SPECIAL REVENUE FUND OPERATING BUDGET
BUDGET TO ACTUAL STATEMENT AS OF: June 30, 2017 (Unaudited)
Nine (9) Months of Operations - 75.00% of Year**

Footnotes:

- A** District 10 adopted its rule to bring about deed compliance effective March 1, 2017
- B** In February Community Standards received a refund from Village Center District General Fund for surplus funds not expended from previous years.
- C** Community Standard Fees from Developer - Revenue includes the initial deed compliance funding for D#10 of \$10,000.
- D** Miscellaneous Revenue relates to the legal fees paid with the payment of a long standing lien (\$2,923), the annual BOA Purchasing card rebate (\$98), and Workers Comp True Up (\$78).
- E** Deed Compliance Fines - negative balance is the net of issued and waived deed compliance fines.
- F** Interest Income includes monthly interest from CFB, our depository bank, and investments with Florida Cooperative Liquid Assets Security System (FLCLASS), and the State Board of Administration (SBA).

Month	CFB	FLCLASS	SBA
Oct-16	0.00%	0.82%	0.86%
Nov-16	0.00%	0.81%	0.85%
Dec-16	0.06%	0.83%	0.90%
Jan-17	0.15%	0.90%	0.99%
Feb-17	0.13%	0.95%	0.97%
Mar-17	0.26%	0.98%	1.03%
Apr-17	0.38%	1.05%	1.11%
May-17	0.38%	1.07%	1.12%
Jun-17	0.60%	1.12%	1.19%

- G** The unbudgeted revenue relates to the monthly unrealized gain or loss from our long term investments, which has been booked through the end of last month.
- H** Some expenditure accounts incur charges on an irregular basis
- I** The year to date Gasoline/Diesel expenditures are running lower than budget, partially due to the reduction in the cost of gasoline - \$3.75 per gallon was budgeted and a fourth truck was put into service in May.
- J** Non-Capital FF&E unbudgeted expenditures are for overhead cabinets.
- K** Non-Capital Hardware/Software expenditure is for new desktop computer.

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
RECREATION AMENITIES DIVISION (RAD)
BUDGET TO ACTUAL STATEMENT AS OF: June 30, 2017 (Unaudited)
Nine (9) Months of Operations - 75% of Year

Account Number	Description of Account	Actual Information				Percent of Annual Budget	Footnotes
		Annual Budget	Current Month Actual	Year-to-Date Actual	Year-to-Date Variance		
	REVENUES:				Over/(Under)		
338095	Refund - General Fund	\$ 409,800	\$ -	\$ 409,800	\$ -	100.00%	A
341318	Amenity Fees	37,228,747	3,166,687	28,539,264	(8,689,483)	76.66%	
341900	Other General Government Charges	247,984	32,496	241,985	(5,999)	97.58%	B
342900	Other Public Safety Charges & Fees	108,200	7,325	118,588	10,388	109.60%	C
347200	Parks & Recreation Fees & Charges	1,414,700	93,029	1,220,484	(194,216)	86.27%	
347900	Other Culture/Recreation	2,500	-	-	(2,500)	0.00%	D
354001	Deed Compliance Fines	-	-	26	26	0.00%	E
361100	Interest Income	22,000	16,979	111,415	89,415	506.43%	F
362000	Rentals & Royalties	618,754	40,714	524,215	(94,539)	84.72%	
364001	Disposition of Fixed Assets/Surplus Material	-	80	5,641	5,641	0.00%	G
	Total Revenues:	40,062,685	3,357,310	31,171,415	(8,881,270)	77.83%	
361304	Unrealized Gain or Loss- FMVIT	-	14,547	28,944	28,944	0.00%	H
361306	Unrealized Gain or Loss- FLGIT	-	21,407	59,519	59,519	0.00%	H
361307	Unrealized Gain or Loss- LTIP	-	56,020	254,609	254,609	0.00%	H
	Total Available Resources:	\$ 40,062,685	\$ 3,449,284	\$ 31,514,487	\$ (8,538,198)	78.68%	
	EXPENSES :				Under/(Over)		
513311	Administrative Services	\$ 1,369,700	\$ 114,141	\$ 1,027,277	\$ 342,423	75.00%	
529311	Community Watch Services	2,500,177	208,348	1,875,133	625,044	75.00%	
539311	Property Management Services	682,802	56,900	512,102	170,700	75.00%	
572311	Recreation Services	2,812,404	234,367	2,109,303	703,101	75.00%	
500312	Engineering Services	74,026	882	19,179	54,847	25.91%	I
514313	Legal Services	200,000	1,605	22,702	177,298	11.35%	I
519316	Deed Compliance Services	67,211	5,601	50,408	16,803	75.00%	
519318	Technology Services	304,562	25,380	228,422	76,140	75.00%	
500319	Other Professional Services	47,503	2,614	21,642	25,861	45.56%	I
500310	Subtotal Professional Services	8,059,385	649,738	5,866,168	2,192,217	72.80%	
500320	Accounting & Auditing Services	38,298	-	37,738	560	98.54%	J
500340	Other Contractual Services	3,106,539	243,040	2,292,496	814,043	73.80%	
500410	Communications & Freight Services	149,413	9,793	91,998	57,415	61.57%	
500430	Utilities Services	1,559,199	121,816	947,295	611,904	60.76%	
500440	Rentals & Leases	39,422	1,973	14,571	24,851	36.96%	K
500460	Casualty & Liability Insurance	712,799	87,308	555,299	157,500	77.90%	
500480	Repairs & Maintenance Services	8,409,489	507,769	4,631,647	3,777,842	55.08%	
500470	Printing & Binding	210,960	32,996	175,728	35,232	83.30%	
500480	Promotional Activities	68,820	2,494	46,282	22,538	67.22%	
500490	Other Current Charges	133,429	4,959	112,311	21,118	84.17%	
500510	Office Supplies	16,250	3,487	9,779	6,471	60.18%	
500520	Operating Supplies	1,340,677	68,925	334,405	1,006,272	24.94%	I
	Subtotal Operating Expenses	15,785,295	1,062,560	9,249,529	6,535,766	58.60%	
	Total Operating & Professional Expenses	23,843,680	1,712,298	15,115,697	8,727,983	63.39%	
500622	Buildings	696,984	57,536	366,871	330,113	52.64%	L
500633	Infrastructure	745,269	117,824	309,841	435,418	41.57%	M
500642	Capital FF&E	68,713	-	40,508	28,207	58.95%	N
	Subtotal Capital Outlay	1,510,956	175,360	717,218	793,738	47.47%	
500991	Settlement Projects	-	83,000	1,158,958	(1,158,958)	0.00%	N
500710	Debt Service Principal	8,485,000	-	8,485,000	-	100.00%	O
500721	Debt Service Interest	6,878,194	573,183	5,158,647	1,719,547	75.00%	
	Subtotal Non-operating Expenses	15,363,194	573,183	13,643,647	1,719,547	88.81%	
500911	Transfer to General R&R	2,000,000	166,666	1,500,002	499,998	75.00%	
	Subtotal Transfers	2,000,000	166,666	1,500,002	499,998	75.00%	
	Total Expenses	\$ 42,717,830	\$ 2,710,507	\$ 32,135,522	\$ 10,582,308	75.23%	
	Change in Unreserved Net Position	\$ (2,665,145)	\$ 738,777	\$ (621,035)	\$ 2,044,110		
Change in Unreserved Net Position indicates a budgeted Uses of Working Capital of (\$1,154,189) and Unrestricted R&R General Reserve (\$1,510,956).							

**VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
RECREATION AMENITIES DIVISION (RAD)
BUDGET TO ACTUAL STATEMENT AS OF: June 30, 2017 (Unaudited)
Nine (9) Months of Operations - 75% of Year**

Fund Balance Analysis:		Balance Forward 09/30/16	Current Month Actual	Year to Date Actual	Current Balance
Unrestricted - Unreserved		\$ 43,818,908	\$ 738,777	\$ (621,035)	\$ 42,997,873
Unrestricted R&R General Reserve		12,970,267	166,686	1,500,002	14,470,269
Unrestricted R&R Insurance Reserve		300,000	-	-	300,000
Restricted Debt Service		1,206,274	-	-	1,206,274
Total Fund Balance		\$ 58,095,449	\$ 905,443	\$ 878,967	\$ 58,974,416
Footnotes:					
A	In February RAD received a refund from Village Center District General Fund for surplus funds not expended from previous years.				
B	Other General Government Charges running higher than projected budget due to Resident ID and Gate Cards replacements.				
C	The majority of Other Public Safety charges and fees revenue is Recreation Special Events support at events (\$100,540).				
D	Lifelong Learning College classes are on hold.				
E	The unbudgeted revenue is related to the amount of deed compliance revenue collected over expenses.				
F	Interest Income Includes monthly interest from CFB, our depository bank, and investments with Florida Cooperative Liquid Assets Security System (FLCLASS), Florida Education Investment Trust Fund (FEITF), the State Board of Administration (SBA), and US Bank (USB) where the trust accounts are held.				
	Month	CFB	FLCLASS	FEITF	SBA
	Oct-16	0.00%	0.82%	0.72%	0.86%
	Nov-16	0.00%	0.81%	0.71%	0.85%
	Dec-16	0.06%	0.83%	0.72%	0.90%
	Jan-17	0.15%	0.90%	0.86%	0.99%
	Feb-17	0.13%	0.86%	0.92%	0.97%
	Mar-17	0.25%	0.98%	0.94%	1.03%
	Apr-17	0.36%	1.05%	1.01%	1.11%
	May-17	0.36%	1.07%	1.03%	1.12%
	Jun-17	0.50%	1.12%	1.06%	1.19%
G	The unbudgeted revenue relates to auction proceeds from the sale of miscellaneous recreation items.				
H	The Unrealized gain/loss for FMIVT, FLGIT and LTIP has been booked through the end of the previous month. The current month's investment rate of return for all three funds will not be available until the following month.				
	Month	FMIVT 1-3 Yr	FLGIT	LTIP	
	Oct-16	-0.36%	-0.10%	-22.26%	
	Nov-16	-2.88%	-2.64%	8.32%	
	Dec-16	0.48%	0.24%	15.65%	
	Jan-17	-0.24%	1.70%	19.04%	
	Feb-17	0.72%	1.45%	24.94%	
	Mar-17	1.20%	0.95%	6.75%	
	Apr-17	1.20%	2.02%	15.40%	
	May-17	1.68%	2.03%	17.03%	
	Jun-17				
I	Some expenditure accounts incur charges on an irregular basis.				
J	YTD expenditures relate to the annual Trustee Service Fees (\$13,038), 2015/16 Audit Fees (\$23,700) and Disclosure Services (\$1,000).				
K	Equipment and storage unit rentals are running lower than budget.				
L	YTD Capital building expenditures are Saddlebrook Golf new chemical reclaim building (\$118,246) and Savannah roof (\$248,825).				
M	YTD Capital infrastructure expenditures are mill and overlay of the parking area at the Hilltop starter (\$12,050), Paradise maxicom irrigation conversion (\$897), Paradise Bocce Court rubber/urethane surface upgrade (\$25,000), Savannah Vac-Pak replacement (\$42,917), Saddlebrook Vac-Pak replacement (\$32,031), El Camino Real median irrigation improvements (\$59,654), Santiago enclosed structure for sand and dumpster storage (\$44,428), Tierra del Sol Bocce Court renovation (\$24,800), Southside pool filtration system upgrade (\$39,995), and El Diablo green and tee renovation (\$28,028).				
N	YTD Capital FF&E are Diablo/Santiago starter pump control system (\$14,926), Santiago chemical treatment system (\$3,395) and non-facility maintenance chemical system and control replacement system (\$22,185).				
O	Settlement expenses relate to the Boone/Delmar Gatehouse restroom project (\$11,466), Hacienda Trail & Multi Modal North of 466 (\$94,740), Golfview Lake-Dock/Pavillion/Trail (\$2,683), El Santiago Indoor Restroom Addition (\$15,732), Mulberry Dog Park Improvements (\$40,191), Saddlebrook Renovation (\$970,661), Saddlebrook Pool Chair Lift (\$4,990), El Santiago Fountain (\$10,785), and Delmar Gate improvements (\$7,500).				
P	The 2014 Bond Series principal payment for the year was paid on November 1st.				

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
FITNESS FUND BUDGET
BUDGET TO ACTUAL STATEMENT AS OF: June 30, 2017 (Unaudited)
Nine (9) Months of Operations - 75.00% of Year

Account Number	Description of Account	Annual Budget	Actual Information		Year-to-Date Variance	Percent of Annual Budget	Footnotes
			Current Month Actual	Year-to-Date Actual			
	REVENUES:				Over/(Under)		
338095	Refund-General Fund	\$ 1,700	\$ -	\$ 1,700	\$ -	100.00%	A
341099	Miscellaneous Revenue	100	37	117	17	117.00%	B
347217	Merchandise- Fitness	100	-	28	(72)	28.00%	C
347225	Mulberry Grove Fitness Memberships	145,000	8,793	101,766	(43,234)	70.18%	
361100	Interest Income	150	99	585	435	390.00%	D
361307	Unrealized Gain or Loss- LTIP	-	283	1,359	1,359	0.00%	E
365001	Sale of Surplus Materials	-	-	1,152	1,152	0.00%	F
	Total Revenues:	\$ 147,050	\$ 9,212	\$ 106,707	\$ (40,343)	72.57%	
	EXPENSES:				Under/(Over)		
575131	Other Salaries & Wages	\$ 50,484	3,770	\$ 36,190	\$ 14,294	71.69%	
575211	Social Security Taxes	3,132	234	2,244	888	71.65%	
575212	Medicare Taxes	734	55	525	209	71.53%	
575241	Workmen's Compensation	2,562	-	2,354	208	91.88%	
	Subtotal Personnel Services	56,912	4,059	41,313	15,599	72.59%	
575311	Management Fees	29,484	2,457	22,113	7,371	75.00%	
575318	Technology Services	723	60	543	180	75.10%	
575319	Other Professional Services	95	9	105	(10)	110.53%	G
575341	Janitorial Services	14,459	-	9,139	5,320	63.21%	
575343	Systems Management Support	3,591	520	2,121	1,470	59.06%	
575411	Telephone	1,291	60	441	850	34.16%	H
575413	Cable	1,832	114	1,018	614	62.38%	
575431	Electricity	5,970	384	2,398	3,572	40.17%	H
575432	Natural Gas	200	8	85	115	42.50%	G
575433	Water & Sewer	300	48	221	79	73.67%	
575434	Irrigation Water	700	86	334	366	47.71%	G
575436	Solid Waste	225	38	189	56	75.11%	
575461	Equipment Maintenance	12,050	375	6,637	5,413	55.08%	
575462	Building/Structure Maintenance	5,553	382	754	4,789	13.76%	G
575463	Landscape Maintenance Recurring	2,944	-	1,847	997	64.94%	
575468	Irrigation Repair	500	-	12	488	2.40%	G
575469	Other Maintenance	863	27	27	836	3.13%	G
575471	Printing & Binding	800	-	149	451	24.83%	G
575491	Bank Charges	3,500	148	2,103	1,397	60.09%	
575494	Overage & Shortage	-	-	1	(1)	0.00%	G
575499	Misc Current Charges	200	-	-	200	0.00%	G
575511	Office Supplies	500	-	338	162	67.60%	
575522	Operating Supplies	6,100	-	1,805	4,295	29.59%	G
575523	Recreation Supplies	500	-	-	500	0.00%	G
575524	Non-Capital FF&E	18,500	-	8,789	9,711	47.51%	
575525	Non-Capital Hardware/Software	1,432	-	-	1,432	0.00%	G
	Subtotal Contractual & Other Expenses	111,812	4,696	61,159	50,653	54.70%	
	Total Expenses	\$ 168,724	\$ 8,755	\$ 102,472	\$ 66,252	60.73%	
	Change in Unreserved Net Position	\$ (21,674)	\$ 457	\$ 4,235	\$ 25,909		
	Change in Unreserved Net Position indicates a budgeted use of Working Capital.						
	Fund Balance Analysis:	Balance Forward 09/30/16	Current Month Actual	Year To Date Actual	Current Balance		
	Unrestricted Unreserved	\$ 140,686	\$ 457	\$ 4,235	\$ 144,921		
	Unrestricted General R&R Reserve	25,000	-	-	25,000		
	Total Fund Balance	\$ 165,686	\$ 457	\$ 4,235	\$ 169,921		

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT				
FITNESS FUND BUDGET				
BUDGET TO ACTUAL STATEMENT AS OF: June 30, 2017 (Unaudited)				
Nine (9) Months of Operations - 75.00% of Year				
Footnotes:				
A	In February VC Fitness received a refund from Village Center District General Fund for surplus funds not expended from previous years.			
B	Miscellaneous revenue is for the BOA purchasing card annual rebate (\$80) and a workers compensation true-up (\$37).			
C	Merchandise revenue from head phones is running lower than budget.			
D	Interest Income includes monthly interest from CFB, our depository bank, and investments with Florida Cooperative Liquid Assets Security System (FLCLASS), and the State Board of Administration (SBA).			
	Month	CFB	FLCLASS	SBA
	Oct-16	0.00%	0.82%	0.86%
	Nov-16	0.00%	0.81%	0.85%
	Dec-16	0.06%	0.83%	0.90%
	Jan-17	0.15%	0.90%	0.99%
	Feb-17	0.13%	0.95%	0.97%
	Mar-17	0.25%	0.98%	1.03%
	Apr-17	0.38%	1.05%	1.11%
	May-17	0.38%	1.07%	1.12%
	Jun-17	0.50%	1.12%	1.19%
E	The unbudgeted revenue relates to the monthly unrealized gain or loss from our long term investments, which has been booked through the end of last month.			
F	Auction proceeds from sales of fitness equipment.			
G	Some expenditure accounts incur charges on an irregular basis.			
H	Telephone and electricity expenditures are mostly booked on a month lag basis.			

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7/26/17

Settlement Interest Allocation
June 30, 2017

		CFB	SBA	FEITF	FL CLASS	FMIVT 1-3	FLGIT	LTIP	Total
Total month-end bank balances	A	\$785,155.21	\$3,810.53	\$2,877,503.27	\$7,875,159.25	\$10,751,848.78	\$12,683,489.24	\$3,999,245.27	\$38,976,211.55
Percentage of total	B	2.013%	0.010%	7.383%	20.205%	27.586%	32.542%	10.261%	100.00%
Amenity Settlement Balance as of Prior Month	C								9,797,303.79
Current Month Pro-rata balance C balance times B percentage	D	197,219.74	979.73	723,334.93	1,979,545.23	2,702,684.22	3,188,238.60	1,005,301.34	9,797,303.79
Interest rates (1 Month-Annualized)	E	0.50%	1.19%	1.06%	1.12%	0.12%	0.07%	4.96%	
Calculated interest D balances times E rate		82.17	0.97	638.95	1,847.58	270.27	185.98	4,235.97	7,261.89
Direct Expenses	*	(83,000.43)							(83,000.43)
Current Month Ending Balance		\$ 114,301.48	\$980.70	\$723,973.88	\$1,981,392.81	\$2,702,954.49	\$3,188,424.58	\$1,009,537.31	\$9,721,565.25

Del Mar Entry Gate	-
Boone Entry Gate	-
Schwartz Park	-
Golfview Lake	-
Saddlebrook Renovation	70,672.46
Mulberry - Pickleball Courts	-
Hacienda Trail & Other North	12,327.97
Mulberry Dog Park Improvements	-
El Santiago RR Addition	-
El Santiago Fountain	-
* Total Current Month Exp	83,000.43

Summary

Settlement Proceeds	33,149,250.96
2005 Jr Bond Payoff	(2,933,268.08)
Interest	950,529.85
Multi-Modal Path Revenue	900.00
Multi-Modal Path Expenses	(9,055,667.11)
De La Vista Multi-Modal Path	(62,290.58)
Paradise Park	(2,031,631.10)
Southside Renovation	(202,270.11)
Hacienda Pool Bath	(575,309.11)
Chula Vista Renovation	(606,757.76)
Silver Lake Renovation	(629,207.80)
El Santiago - Building Purchase	(350,035.50)
El Santiago - New Club Building	(2,219,491.76)
Lindsey Golf Maintenance Facility	(649,696.94)
Woodshop Club Parking Lot	(162,791.17)
Saddlebrook Pavilion	(79,744.28)
Tierra del Sol	(1,856,527.25)
Gate Connectivity	(912,090.50)
Del Mar Entry Gate - Restroom Addition	(75,266.09)
Del Mar Improvements	(7,500.00)
Boone Entry Gate - Restroom Addition	(72,573.99)
Schwartz Park - Pavilion Construction	(177,102.35)
Golfview Lake - New Dock w/ Pavilion	(279,977.96)
Saddlebrook Renovation	(1,126,017.09)
Mulberry - Pickleball Courts	(14,788.40)
Mulberry Dog Park Improvements	(40,191.35)
El Santiago Restroom Addition	(15,732.05)
Hacienda Trail & Other North of 466	(232,402.23)
El Santiago Fountain	(10,785.00)
	9,721,565.25

VARIANCE

(0.00)



AGENDA REQUEST

TO: Amenity Authority Committee
FROM: Barbara Kays, Budget Director
DATE: 8/8/2017
SUBJECT: **RAD Fund: Capital Project Work Plan**

ISSUE: Fiscal Year 2016-17 RAD Fund: Capital Project Work Plan - August

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
❑ RAD Capital Project Plan	Presentation
❑ Settlement RAD Capital Project Plan	Presentation

OB - Original Budget
CF - Carryforward
FT - Fund Transfer

RAD FUND CAPITAL PROJECT WORK PLAN - FY 2016-17

ID	Facility - Project	Budget FY 2016-17	Budget Entrv	Status	Duration	Start	Finish	October	November	December	January	February	March	April	May	June	July	August	September
1	SAVANNAH - Bleacher Renovation	\$225,000.00	OB		192 days	Tue 2/7/17	Thu 8/17/17												
2	Scheduled Project Timeline	\$0.00			192 days	Tue 2/7/17	Thu 8/17/17												
3	Construction Phase Facility Impact: Theater Closed	\$0.00			37 days	Wed 7/12/17	Thu 8/17/17												
4	GOLF - EL DIABLO - Bulk Head & Erosion Control	\$30,000.00	OB		139 days	Mon 5/15/17	Sat 9/30/17												
5	Construction Phase Facility Impact: Partial Closure	\$0.00			139 days	Mon 5/15/17	Sat 9/30/17												
6	GOLF - EL DIABLO - Green & Tee Renovation	\$327,000.00	OB		139 days	Mon 5/15/17	Sat 9/30/17												
7	Construction Phase Facility Impact: Closed	\$0.00			139 days	Mon 5/15/17	Sat 9/30/17												
8	GOLF - SILVER LAKE - New Putting Green	\$32,850.00	OB	FY 17-18	1 day	Sun 10/1/17	Sun 10/1/17												
10	MULBERRY GROVE - Mulberry Stage Control Panel	\$21,835.00	OB	FY 17-18	1 day	Sun 10/1/17	Sun 10/1/17												
12																			
13	RIO GRANDE- Air Gun Structure	\$21,000.00	OB	ON HOLD	1 day	Sat 10/1/16	Sat 10/1/16												
15	EL SANTIAGO, MC-9, MC-28 - Chemical Treatment System	\$6,320.00	OB/FT	CANCELED	1 day	Sat 10/1/16	Sat 10/1/16												
17	NON-FACILITY-PUMP 14-01 PS - Chemical Treatment System	\$1,467.00	OB/FT	CANCELED	1 day	Sat 10/1/16	Sat 10/1/16												
19																			
20	PARADISE - Maxicom Irrigation Sys Conversion	\$62,875.00	OB/FT	COMPLETE	172 days	Tue 2/7/17	Fri 7/28/17												
23	PARADISE - Bocce Court Renovations	\$33,525.00	OB	COMPLETE	186 days	Fri 1/13/17	Mon 7/17/17												
26	TIERRA DEL SOL - Bocce Courts	\$30,000.00	OB	COMPLETE	212 days	Thu 12/8/16	Fri 7/7/17												
29	SOUTHSIDE - Vak Pak Pool Filter System	\$42,610.00	FT	COMPLETE	213 days	Thu 11/10/16	Sat 6/10/17												
32	SADDLEBROOK - Chemical Reclaim Building	\$189,093.00	OB	COMPLETE	239 days	Fri 9/30/16	Fri 5/26/17												
35	SAVANNAH - Vak Pak Pool Filter System	\$42,917.00	OB/FT	COMPLETE	156 days	Thu 12/8/16	Fri 5/12/17												
38	SADDLEBROOK - Vak Pak Pool Filter System	\$31,900.00	CF	COMPLETE	141 days	Thu 12/8/16	Thu 4/27/17												
41	GOLF - EL SANTIAGO - Structure for Sand/Dumpster Storage	\$38,750.00	CF	COMPLETE	200 days	Fri 9/30/16	Mon 4/17/17												
44	NON-FACILITY-PUMP 14-1 & HIGGINS - Control Sys Replacement	\$26,000.00	OB	COMPLETE	107 days	Sun 1/1/17	Mon 4/17/17												
46	SAVANNAH - Rebuild Shuffleboard Courts	\$35,000.00	OB	COMPLETE	43 days	Tue 1/17/17	Tue 2/28/17												
48	NON-FACILITY - Replace Feature Fountain @ 466/Buena Vista	\$20,000.00	OB	COMPLETE	15 days	Tue 2/14/17	Tue 2/28/17												
50	SAVANNAH - Roof Replacement	\$261,056.00	CF	COMPLETE	201 days	Mon 8/1/16	Fri 2/17/17												
53	EI DIABLO/EL SANTIAGO STARTER - Pump Control Sys Replacement	\$14,926.00	OB/FT	COMPLETE	2 days	Wed 12/21/16	Thu 12/22/16												
55	HILLTOP STARTER SHACK - Parking Lot Mill/Overlay	\$16,832.00	OB	COMPLETE	2 days	Mon 12/12/16	Tue 12/13/16												

SETTLEMENT - CAPITAL PROJECT WORK PLAN - FY 2016-17

ID	Facility - Project	Estimated Project Costs	Status	Duration	Start	Finish	October	November	December	January	February	March	April	May	June	July	August	September
1	HACIENDA TRAIL	\$2,432,597.00		180 days	Mon 6/26/17	Fri 12/22/17												
2	Construction Phase	\$0.00		180 days	Mon 6/26/17	Fri 12/22/17												
3																		
4	SADDLEBROOK - Renovation	\$1,600,000.00	COMPLETE	416 days	Wed 6/8/16	Fri 7/28/17												
8	EI SANTIAGO - Indoor Restroom	\$15,000.00	COMPLETE	23 days	Tue 11/1/16	Wed 11/23/16												
10	MULBERRY DOG PARK - Paved Path and Parking Lot	\$42,000.00	COMPLETE	43 days	Mon 12/5/16	Mon 1/16/17												
12	EL SANTIAGO - Fountain Installation	\$21,000.00	COMPLETE	7 days	Tue 2/14/17	Mon 2/20/17												



AGENDA REQUEST

TO: Amenity Authority Committee

FROM: District Staff

DATE: 8/9/2017

SUBJECT: **Reminder: AAC Budget Workshop to be held on Wednesday, August 23, 2017 at 1:30 p.m. in the District Office Board Room**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION: