



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

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

AGENDA

May 1, 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 from the Project Wide Advisory Committee Meeting held on April 3, 2017
3. Agreement for Traffic Light Maintenance and Repair
Agreement for Scheduled and Emergency Traffic Light Maintenance and Repair for Traffic Light at Colony Blvd and the Multi Modal Trail.

NEW BUSINESS:

4. FY17-18 Recommended Budget Packet
Budget Review: FY17-18 Recommended Budget

OLD BUSINESS:

5. Discussion Item: Amendment to Resolution Establishing the Project Wide Advisory Committee
6. Status Update: Morse Boulevard Embankment Revetment Project
Status update to be provided.
7. Status Update: Lake Miona Water Conservation Update
Jeff Pardue of Breedlove, Dennis & Associates is developing the Management Plan to be submitted to Southwest Florida Water Management District which will be presented to the Committee at the June 5, 2017 meeting.

REPORTS AND INPUT:

8. Staff Reports
9. District Counsel Reports
10. Supervisor Comments
 - A. Vice Chairman Ruggeri: PWAC Consideration to have a Wayfinding Signage Study completed
11. Adjourn

HOSPITALITY * STEWARDSHIP * CREATIVITY * HARD WORK

NOTICE

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



AGENDA REQUEST

TO: Project Wide Advisory Committee
FROM: Jennifer McQueary, District Clerk
DATE: 5/1/2017
SUBJECT: **Approval of the Minutes**

ISSUE: Approval of the Minutes from the Project Wide Advisory Committee Meeting held on April 3, 2017

ANALYSIS/INFORMATION: Staff requests the Committee approve the Minutes from the Project Wide Advisory Committee Meeting held on April 3, 2017.

STAFF RECOMMENDATION: Staff recommends that the Committee approve the Minutes from the Project Wide Advisory Committee Meeting held on April 3, 2017.

MOTION: Motion to approve the Minutes from the Project Wide Advisory Committee Meeting held on April 3, 2017.

ATTACHMENTS:

Description	Type
▣ 4-3-17 Minutes	Cover Memo

**MINUTES OF MEETING
PROJECT WIDE ADVISORY COMMITTEE**

The Meeting of the Project Wide Advisory Committee was held on Monday, April 3, 2017 at 9:00 a.m. in the Large Conference Room of the District Office, 984 Old Mill Run, The Villages Florida, 32162.

Committee Members present and constituting a quorum:

Peter Moeller	Chairman (District 6)
Ron Ruggeri	Vice Chairman (District 7)
Chuck Wildzunus	Committee Member (District 5)
Dennis Hayes	Committee Member, (District 8)
Steve Brown	Committee Member (District 9)
Don Wiley	Committee Member (District 10)

Staff Present:

Janet Tutt	District Manager
Sam Wartinbee	District Property Management Director
Barbara Kays	Budget Director
Brittany Wilson	Assistant to District Manager
Candice Lovett	Deputy District Clerk

FIRST ORDER OF BUSINESS: Call to Order

A. Roll Call

Chairman Moeller called the meeting of the Project Wide Advisory Committee (PWAC) to order at 9:01 a.m. and stated for the record that a representative from each District was in attendance.

B. Pledge of Allegiance

The Chairman led the Pledge of Allegiance.

C. Audience Comments

No audience comments were received.

Chairman Moeller requested that the Fifth Order of Business be addressed at this time.

FIFTH ORDER OF BUSINESS: Status Update: Lake Miona Water Conservation Easement

Janet Tutt, District Manager, stated that following concerns brought forward by residents residing near the Lake Miona Conservation Easement, the Committee previously directed Staff to schedule a meeting with the Southwest Florida Water Management District (SWFWMD) to discuss what level of maintenance will be needed to address the Conservation Easement. Sam Wartinbee, District Property Management (DPM) Director, Jeff Pardue of Breedlove, Dennis & Associates and Scott Glass, the residents' consultant, attended a meeting with SWFWMD and the overview from that meeting was provided to the Committee. Ms. Tutt stated it is Staff's recommendation that the Committee approve the preparation of a management plan, by Mr. Pardue, to identify which invasive and non-invasive plant material would be addressed, the proposed level of maintenance and the potential cost for future maintenance of the conservation easement.

Vice Chairman Ruggeri stated that there are a large number of conservation areas within the Village of Pine Ridge and inquired if proceeding with establishing a maintenance plan for the Lake Miona Conservation Easement, even though SWFWMD has not stated that maintenance is necessary, will result in similar requests for maintenance that Project Wide will then have to fund. Ms. Tutt stated that currently District 12 is not part of the Project Wide Agreement, although it is anticipated that they will be participating in the future, but because Staff is not aware of what type of easements exist it would not be appropriate to comment at this time. Staff is currently working with Mr. Pardue and SWFWMD to review all of the Districts' permits and once District 12 becomes part of the Project Wide Agreement, those permits will be included in the review as well.

Supervisor Hayes inquired if the cost provided by Mr. Pardue would include the development of the management plan submitted to SWFWMD and estimated costs for ongoing maintenance. Mr. Pardue advised that the cost estimate provided will include the revision of the management plan, which will identify which native plants will be maintained, the submittal of the plan to SWFWMD and a cost estimate to implement the plan.

On MOTION by Dennis Hayes, seconded by Ron Ruggeri, with all in favor, the Committee requested that Jeff Pardue of Breedlove, Dennis and Associates proceed with submittal of a Proposed Maintenance Plan for the Lake Miona at Bridgeport Conservation Easement as outlined in the proposal submitted.

SECOND ORDER OF BUSINESS: Approval of the Minutes

On MOTION by Dennis Hayes, seconded by Chuck Wildzunas, with all in favor, the Committee approved the Minutes from the Meeting held on February 6, 2017.

Ms. Tutt referred to the discussion pertaining to the Lake Miona Conservation Easement and clarified for the record that the Village of Pine Ridge is located in District 11, not District 12 as previously stated.

THIRD ORDER OF BUSINESS: Amendment to Resolution Establishing the Project Wide Advisory Committee

Ms. Tutt stated that Staff has presented a copy of the amended Resolution establishing the Project Wide Advisory Committee (PWAC) providing for the expanded duties relating to the amenities. Reiterated within the agenda item is that the purchase agreement entered into between the Sumter Landing Community Development District (SLCDD) and The Villages of Lake-Sumter, Inc. (VLS) included the following condition: “Both purchaser and seller believe that input by the residents on the operation and activities of the Transferred Facility will be beneficial for the community. The Purchaser and Seller agree to work cooperatively to develop such a committee comprised of residents within the Sumter Landing Service area before Closing”. Prior to the closing both the SLCDD Board and VLS agreed to move forward with the expansion of the Project Wide Advisory Committee’s (PWAC) responsibilities to meet the intent of the Purchase Agreement’s condition of sale. Ms. Tutt stated since that time Staff has been working diligently to incorporate and develop the budget for both the Village Center Community Development District (VCCDD) General Fund, which is responsible for District personnel, and the SLCDD budget to transition the amenities to the SLCDD. Staff anticipates presenting the budgets to the VCCDD and SLCDD Boards at their Board Meeting held this month.

Ms. Tutt stated that once the amended budget has been approved the Fiscal Year 2017/2018 budget for the Sumter Landing Amenities Division (SLAD) will be presented to the PWAC for review and analysis. The amendment to the Resolution is being provided to the Committee to determine whether the Resolution will be presented to the individual numbered Districts prior to presenting the Resolution for adoption to the SLCDD Board.

Vice Chairman Ruggeri inquired if the adoption of the Resolution is a time sensitive issue. Ms. Tutt stated the approval of the amenities budget differs from the numbered Districts because the SLAD budget is based on amenities revenues, and does not require setting a maximum maintenance assessment level as the numbered District Boards have to do, so there is the ability to change the SLAD budget up to the time when the budget is adopted at the September Board Meeting.

Supervisor Hayes inquired if the SLCDD Board had reviewed and approved the language of the Resolution. Ms. Tutt stated that the SLCDD Board had not yet reviewed the Resolution. The language included is based on the actions and direction of the Board.

At the request of Chairman Moeller, Ms. Tutt read into the record the additional powers, duties and responsibilities as defined in the Resolution and the implementation and limitations of the PWAC. Ms. Tutt provided clarification for the references included in the Resolution pertaining to The Villages of Public Safety Department (VPSD), as requested.

Supervisor Wiley inquired if the SLCDD Board did not proceed with a recommendation made by the PWAC, would that information be provided back to the PWAC, prior to the SLCDD proceeding with another action. Ms. Tutt stated that Staff can include language in the resolution that should that situation arise, a joint meeting between the SLCDD and PWAC would be held to discuss the matter/issue. This type of occurrence would be out of the ordinary and Supervisor Wiley's suggestion for feedback would then also provide an important public feedback forum.

Vice Chairman Ruggeri inquired why the PWAC could not provide the final approval process for the amenity related items. Ms. Tutt stated the final approval falls under the SLCDD Board, which is the legal entity established by Florida Statute. The PWAC, like the Amenity Authority Committee (AAC) north of CR 466, is not a legal statutorily established elected body. The PWAC and AAC function like advisory committees utilized by many municipalities throughout the State of Florida. Ms. Tutt stated if the PWAC were to recommend an action that was outside of their purview or was related to a bond

expenditure, the SLCDD would not proceed with approval of that action, which is the same action the VCCDD would take if the AAC recommended an action that was not appropriate.

Supervisor Hayes inquired if a particular District could choose to not have their current PWAC member serve as the representative for the amenities also. Ms. Tutt stated that a numbered District could choose to participate in the Project Wide Maintenance portion of the PWAC but not participate in the amenities portion.

Chairman Moeller stated that a Board's choice not to participate in the amenities portion of PWAC would eliminate representation for the residents of their District and that District would still be bound by the recommendations made by the PWAC.

Vice Chairman Ruggeri stated that he appreciates the comments received from residents who believe a separate committee should be established to address the amenities and stated that the PWAC or the numbered District Boards should consider recommending that a survey of the residents be taken to identify if a separate amenity committee be established. Ms. Tutt stated that making that type of recommendation to the SLCDD does not fall under the purview of this Committee or the numbered District Boards. The final decision of how the advisory function for the amenities will be addressed south of CR 466 is the responsibility of the SLCDD Board, which was a condition of the Purchase Agreement between the SLCDD (Purchaser) and VLS (Seller).

Chairman Moeller stated that this Committee or the numbered District Boards do not currently have the option to change how the advisory function has been established south of CR 466. The Resolution to be adopted expanding PWAC's duties will be adopted by the SLCDD Board.

Ms. Tutt reiterated that the SLCDD Board is the entity that purchased the amenities, not the numbered District Boards.

Chairman Moeller stated that he believes that the SLCDD's request for this Committee to review the Resolution prior to adopting the document provides the first line of communication. Ms. Tutt stated that the direction of the SLCDD Board has been that no Project Wide related items would be brought to the Board for approval without the recommendation of this Committee. The items relating to the amenities will function the same way.

Supervisor Hayes stated that he sees value in taking the Resolution to the District Boards to receive input and suggestions, but the Boards need to have an understanding that they are not voting on the Resolution.

Vice Chairman Ruggeri stated that at that time the numbered District Boards could request that the SLCDD Board consider establishing a separate Committee. Ms. Tutt clarified that the language included within the Purchase Agreement for the amenities states: "Both purchaser and seller believe that input by the residents on the operation and activities of the Transferred Facility will be beneficial for the community. The Purchaser and Seller agree to work cooperatively to develop such a committee comprised of residents within the Sumter Landing Service area before Closing". Ms. Tutt stated that each of the Supervisors of the PWAC have been formally elected and not selected through a selection process. The statistics indicate that voter turnout for the AAC selection process is very low; whereas, the voter turnout for electing the numbered District Supervisors is significant. Each numbered District Board has the ability to decide whether or not to participate in the amenities portion of the PWAC.

Chairman Moeller suggested that each of the Supervisors present the Resolution to their Boards, solicit comments and provide input at the May 1, 2017 meeting. Ms. Tutt stated that Staff will prepare the additional language suggested by Supervisor Wiley prior to the numbered District Board Meetings.

Chairman Moeller requested public comment at this time.

Jerry Vicenti, District 7 Supervisor, stated that he believes that the PWAC should not make any type of decision until consensus from all District Board Supervisors is received.

Chairman Moeller clarified that the PWAC has already agreed to bring the Resolution back to each of the numbered District Boards to receive input.

Mr. Vicenti stated that the SLCDD Board are elected by the commercial properties and not the residents of The Villages and does not feel comfortable with the SLCDD Board making decisions about the residents' amenity funds. Mr. Vicenti stated that he is a member of the Property Owners Association (POA) and concurs with Vice Chairman Ruggeri that a survey of the residents should be taken. The POA recently conducted a survey and approximately 1,500 of those that took the survey expressed that they want an AAC south of CR 466.

Jerry Ferlisi, District 5 Supervisor, concurred with Vice Chairman Ruggeri's comments and stated that a survey of the residents is crucial to determine if the residents want an authority committee

rather than an advisory committee. Mr. Ferlisi stated that he believes the addition of the amenities will also add a great amount of work that will require the PWAC to begin meeting monthly and requested that the Committee consider if a survey of the residents should be completed.

Supervisor Moeller clarified that the PWAC currently meets monthly.

Supervisor Wildzunas stated that the After Agenda for each of PWAC meeting is included on the District Board Agendas and is reviewed.

Supervisor Ferlisi inquired if the numbered District Boards south of CR 466 will begin discussing amenities. Ms. Tutt stated that an After Agenda for the AAC meetings that occur are provided to the Boards north of CR 466 as information, which will be the same process followed south of CR 466.

Ms. Tutt stated because the SLCDD and VLS both decided as part of the Purchase Agreement that the PWAC would serve as the advisory committee for the amenities south of CR 466 Staff is unsure what purpose a survey would provide.

Mr. Ferlisi stated that a survey would provide the SLCDD and VLS with feedback from the residents which could result in consideration of another alternative. Ms. Tutt reiterated that utilizing PWAC as the advisory committee for the amenities was part of the Purchase Agreement for the SLCDD to purchase the amenities from VLS.

Vice Chairman Ruggeri stated that residents have expressed concerns that a separate committee will not be established and consideration could be given to having a separate group of Supervisors review the amenities portion because of the amount of work involved. Ms. Tutt stated that there have been a lot of assumptions made, but until the amenities portion of the PWAC has been initiated those items are not able to be determined.

Chairman Moeller stated that he is having trouble understanding which residents are concerned because with the exception of POA members, there are only a two (2) residents in attendance. Following the articles written about this meeting he was surprised that the room was not packed with residents demanding an AAC south of CR 466, but it is not.

Sal Torname, District 8 Supervisor, stated the POA conducted a survey of 10,000 residents who reside south of CR 466 and of the responses received 94% agreed that they wanted the amenity committee to be platonic from the SLCDD and the commercially elected Supervisors. Mr. Torname

stated the PWAC's responsibility is not to the Developer or District Administration, it is to the residents who have elected them and that the Resolution should be presented to the numbered Districts.

Deb Butterfield, District 7 resident, requested clarification if the Project Wide related items and the amenity related items will be kept separate on the agenda so that residents are aware of at what point any specific item they are interested in will be addressed as she is concerned the process could become lengthy and cumbersome.

Chairman Moeller stated that the Project Wide and amenities related items will not be co-mingled.

Ms. Butterfield inquired if a numbered District chooses not to participate on the amenities advisory portion would their representative then leave the meeting.

A District 8 resident stated that the agenda for this meeting was not presented in a timely manner. Ms. Tutt clarified that the electronic agenda was posted to the districtgov.org website on Monday, March 27, 2017, one week prior to the meeting as required by State Statute.

Chairman Moeller stated the POA newsletter also provided information and an advertisement about the meeting, which was not necessary, but did provide additional information to residents.

The resident stated that she was discouraged to learn that a numbered District could choose not to participate in the advisory functions for the amenities which would leave that District with no representative and wants to ensure that the numbered District Boards are aware of the responsibility. The resident also stated that H. and I. of the duties and responsibilities are very broad and that those items should be revised. Ms. Tutt stated that language can be added to specifically address the amenities facilities.

Supervisor Hayes clarified that he was not endorsing that the responsibilities of the PWAC be split but potentially if a District Board decided that they did not want to participate in the amenities portion they would direct their representative, just as was the Board's option when the PWAC was established.

Supervisor Wildzunas stated that he finds it difficult to believe that any of the District Boards would not want to participate in the advisory function for the amenities portion as it is in the best interest of all of the residents that an elected official from each District participate to ensure resident input is considered.

Don Deakin, District 4 Supervisor and AAC Member, stated that he believes the main issue for consideration is whether the Committee is advisory or authoritative and inquired how the two (2) Committees will function together to ensure that consistency of services throughout The Villages is maintained. Ms. Tutt stated that when necessary, the SLCDD Board previously met with the AAC to ensure that consistency relating to Resident ID's was achieved, and if specific items were to occur the AAC and PWAC could meet. The PWAC will review and consider the same types of items that the AAC does when considering the SLAD budget; such as amenity fee deferral rates, reserve levels, etc. Ms. Tutt provided clarification to Mr. Deakin's inquiries.

Additional resident comments were received in favor of the numbered District Boards reviewing the Amenity Resolution and receiving resident input via a survey.

Fred Briggs, President of the VHA, advised that since the POA newsletter was published only five (5) residents of the 16,000 VHA members have contacted him to request clarification as to how the numbered District elected officials will represent them when considering amenity related items.

Duane Johnson, District 8 Supervisor, stated that he and the other District 8 Board Supervisors have had scheduled visits at the postal facilities over the last three (3) months and overall the residents have indicated that they are very satisfied with how The Villages government is functioning. Mr. Johnson stated he would be in favor of the PWAC adopting the Resolution via consensus during this meeting so the amenity related advisory functions can proceed.

Chairman Moeller stated that every Supervisor represents a numbered District and was appointed to the PWAC was elected by Florida residents and the members of this Committee take its responsibility very seriously. Adding the amenity related advisory functions will provide the residents south of CR 466 with a Committee where they can voice their opinions and provide input. Chairman Moeller stated with the addition of the suggested revisions, the Resolution will be included on each of the numbered District Board meeting agendas. The Committee provided a final consensus that each Committee Member will request input from the Boards and present that input at the May 1, 2017 PWAC meeting.

**FOURTH ORDER OF BUSINESS: Status Update: Morse Boulevard Embankment
Revetment Project**

Sam Wartinbee, District Property Management (DPM) Director, advised that the permits for the embankment project are in the process of being reviewed by SWFWMD and Staff is hopeful approval will be received by the end of April. The construction plans are 100% complete.

Vice Chairman Ruggeri requested the status update on the use of the lime rock in District 12. Mr. Wartinbee stated the Engineer believes that larger rocks may need to be utilized so additional testing will need to be completed.

The Fifth Order of Business was previously addressed.

SIXTH ORDER OF BUSINESS: Staff Reports

There were no Staff Reports.

SEVENTH ORDER OF BUSINESS: District Counsel Reports

District Counsel was not in attendance.

EIGHTH ORDER OF BUSINESS: Supervisor Comments

Vice Chairman Ruggeri inquired if it is possible for the District to assist with the notification costs residents incur for the AED programs because they provide assistance to The Villages Public Safety Department (VPSD). Ms. Tutt stated at this time this request falls outside of the PWAC's purview. In the future possible consideration could be made because there is authorization through the amenities for fire service.

Chairman Moeller stated that he is the coordinator for the AED program in his neighborhood and stated that careful consideration would need to be given because of the number of AED groups that there are throughout The Villages.

Supervisor Wildzunas stated that not all residents choose to participate in the AED program and until all residents participate he would not agree that costs should be paid through the amenity fund.

NINTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 11:03 a.m.

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

Peter A. Moeller
Chairman



AGENDA REQUEST

TO: Project Wide Advisory Committee

FROM: Diane Tucker, Administrative Operations Manager

DATE: 5/1/2017

SUBJECT: Agreement for Traffic Light Maintenance and Repair

ISSUE: Agreement for Scheduled and Emergency Traffic Light Maintenance and Repair for Traffic Light at Colony Blvd and the Multi Modal Trail.

ANALYSIS/INFORMATION:

On October 1, 2012 Sumter Landing Community Development District entered into the agreement for scheduled and emergency traffic light maintenance and repair with Traffic Engineering and Management LLC d/b/a Control Specialists for an initial term of two (2) years with the option to renew for two additional one (1) year periods. Renewal one was approved September 10th 2014, followed by Renewal two on September 10, 2015. Renewal two expired September 30, 2016, however any needed maintenance and repair has been achieved through Work Orders at the same contractual pricing.

Traffic Engineering and Management LLC d/b/a Control Specialists has agreed to enter into a new Agreement with the District. The Agreement amounts per the attached quote are \$86.00 per man hour for Regular/Emergency Services, \$118.00 per man hour for Overtime/Emergency Services, \$94.00 per man hour for Monthly Inspections (all items listed in Exhibit B), and \$116.00 per man hour for any New Equipment Work Order.

This pertains to the traffic light at Colony Blvd. /Multi Modal Trail and maintenance of this traffic light is the responsibility of Project Wide.

Funds are available in the Project Wide Fund for fiscal year 2016-2017.

STAFF RECOMMENDATION:

Staff request approval to present the Agreement for Services with Traffic Engineering and Management LLC. d/b/a Control Specialists for Scheduled and Emergency Traffic Light Maintenance and Repair for the Traffic Light at Colony Blvd and the Multi Modal Trail to the Sumter Landing Community Development

District Board of Supervisors (SLCDD) for approval at the next scheduled SLCDD Board meeting on May 18, 2017 .

MOTION: Motion to approve presenting the Agreement for Services with Traffic Engineering and Management LLC. d/b/a Control Specialists for Scheduled and Emergency Traffic Light Maintenance and Repair for the Traffic Light at Colony Blvd and the Multi Modal Trail to the Sumter Landing Community Development District Board of Supervisors (SLCDD) for approval at the next scheduled SLCDD Board meeting on May 18, 2017 .

ATTACHMENTS:

Description	Type
□ Agreement for Services	Cover Memo

AGREEMENT FOR SERVICES

THIS AGREEMENT made and entered into the 18th day of May, 2017 by and between the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (hereinafter referred to as "DISTRICT") whose address is 1071 Canal Street, The Villages, Florida 32162 and TRAFFIC ENGINEERING AND MANAGEMENT LLC d/b/a Control Specialists (hereinafter referred to as "CONTRACTOR") whose address is 707 Nicolet Ave, Suite 100A, Winter Park, FL 32789.

RECITALS

WHEREAS, the DISTRICT owns or operates certain property requiring scheduled and emergency traffic light maintenance and repair, and wishes to enter into an Agreement with a party capable of providing suitable maintenance services: and

WHEREAS, CONTRACTOR provides schedule and emergency traffic light maintenance and repair for properties such as those owned or operated by the DISTRICT, and wishes to enter into an Agreement whereby the CONTRACTOR performs services for the District in consideration of payments from the DISTRICT to the CONTRACTOR:

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

1. Scope of Work: The CONTRACTOR shall be available at the request of the DISTRICT, to provide emergency repair, and planned maintenance, of traffic lights, upon the property owned and operated by the DISTRICT as described in Exhibit "A" of this Agreement (the "Property"). Maintenance activities shall be performed in accordance with the Traffic Signal Intersections Inspection Form as provided for in Exhibit "B" to this Agreement.
2. Term: The effective date of the Agreement shall be May 18, 2017. This agreement shall be for an initial term of five (5) years from the effective date of this Agreement; however, the DISTRICT shall have the right to cancel and terminate this Agreement, in its sole discretion upon giving written notice to the CONTRACTOR at least ninety (90) days prior to the date of termination. In the event of termination, the CONTRACTOR shall be entitled to receive payment for services and work performed and materials and/or equipment furnished under the terms of this Agreement as directed by the DISTRICT up to the date of termination: provided however, it is acknowledged that the CONTRACTOR shall not be entitled to any damages as a result of such termination.

It is mutually agreed between both parties that this Agreement may be extended at the expiration of the initial term for additional one (1) year terms from the anniversary date of this expiration of the original term, upon the same terms and conditions specified herein except rates are subject to change. These rates shall not increase in excess of The Consumer Price Index – All Urban Consumers, Not Seasonally Adjusted, U.S. City Average percent change (from the month of February of the prior year to the month of February in the current year). The CONTRACTOR shall give notice in writing of its intentions to renew this Agreement within ninety (90) days of the expiration date of each year's renewal. The DISTRICT shall, within 45-60 days after receipt of said written notice by the CONTRACTOR, give written notice of its intentions to renew the Agreement

All renewals and/or amendments to this Agreement are subject to DISTRICT Board approval. Failure of either party to give such written notice within said time period shall result in automatic termination of Agreement.

3. Prosecution of Work. The CONTRACTOR shall prosecute the work under this Agreement in the following manner:
 - a. The CONTRACTOR certifies that it is a full-time specialized CONTRACTOR in the State of Florida and is prequalified by the Florida Department of Transportation to perform said work and has the capability and expertise to install and maintain traffic signals for the DISTRICT.
 - b. Scope of Work. The CONTRACTOR shall be available at the request of the DISTRICT, to provide emergency repair, and planned maintenance, of traffic lights, upon the property owned and operated by the DISTRICT as described in Exhibit "A" of this Agreement (the "Property") Maintenance activities shall be performed in accordance with the Traffic Signal Intersections Inspection Form as provided for in Exhibit "B" to this Agreement.
 - c. The CONTRACTOR shall provide qualified employees of the CONTRACTOR who shall be available at all times, day and night, for on-site consultation with the DISTRICT about traffic signal problems. The CONTRACTOR shall furnish the name and telephone number of such representatives of the CONTRACTOR to the DISTRICT upon execution of the Agreement.
 - d. The CONTRACTOR shall at all times, maintain emergency response vehicles which will be utilized to respond to emergency maintenance calls during the term of this Agreement. This emergency vehicle shall have rotating beacons on the front and center or rear.
 - e. The CONTRACTOR, in performing any work under this Agreement, shall utilize protective signing, flashers, cones and flag persons in compliance with the "manual on Traffic Controls and Safety Practices for Street and Highway Construction, Maintenance, and Utility Operation", Sections 1 through 15, published by the Florida Department of Transportation.
 - f. The CONTRACTOR shall be responsible for making all arrangements with public or private utility companies to ensure underground and overhead clearances and construction liaison when needed.
 - g. The CONTRACTOR shall promptly notify the DISTRICT of the disablement of any piece of equipment of any system due to an accident or other cause, such as damaged cable, broken parts, or other difficulties, when such piece of equipment cannot be readily repaired, making it necessary to discontinue operation of all or part of the installation.
 - h. The CONTRACTOR shall promptly report to the DISTRICT any unauthorized construction or repair work by others on the DISTRICT'S equipment being maintained under this Agreement. The CONTRACTOR shall also report any construction or repair work in progress that may endanger or damage the equipment of the DISTRICT'S system.
 - i. The CONTRACTOR shall act in the best interest of the DISTRICT in selection of material and equipment, which has been authorized for purchase by the DISTRICT.

Also, the CONTRACTOR shall advise and assist the DISTRICT regarding the settlement of claims on defective materials and equipment used in traffic signal, school flasher, and highway safety equipment when purchased by the CONTRACTOR.

4. Work Order Numbers:
 - a. The CONTRACTOR, prior to commencement on any routine maintenance, shall receive a Work Order Number from the DISTRICT. Upon completion of the work, the CONTRACTOR shall notify the DISTRICT of the scope, nature, and cost of such work performed.
 - b. The CONTRACTOR, at the end of every month, shall submit to the DISTRICT for payment approval, a copy of all invoices. A separate invoice shall be used to identify each job.
5. The CONTRACTOR shall be issued a separate Purchase Order Number and Work Order Number prior to the commencement of any work to be performed for non-routine maintenance, construction, major repairs and capital purchases. These Work Order Numbers shall be obtained only from the DISTRICT. If the DISTRICT orally directs that a repair be made during non-working hours, a formal Work Order Number shall be issued to the CONTRACTOR the next normal day of operation to cover such work as was duly authorized.
6. Compensation. The DISTRICT shall pay the CONTRACTOR for work the CONTRACTOR performed pursuant to DISTRICT'S requests as follows:
 - a. The DISTRICT shall pay the CONTRACTOR \$86/man hour per hour for regular time emergency maintenance. Regular time emergency maintenance shall be all maintenance and construction of which the CONTRACTOR is provided less than five (5) working days' notice.
 - b. The DISTRICT shall pay the CONTRACTOR \$118/man hour per hour for overtime emergency maintenance. Overtime emergency maintenance shall be maintenance and construction for which the CONTRACTOR has been given less than five (5) working days' notice and work shall be performed after four o'clock PM (4:00pm) and before seven-thirty AM (7:30am), and on all weekends and holidays. For a day to be considered a holiday under this provision, the CONTRACTOR must declare the day a holiday for all of their personnel. CONTRACTOR holidays shall be listed in Exhibit "C" of this Agreement.
 - c. The DISTRICT shall pay the CONTRACTOR \$94/month flat rate per intersection for planned maintenance. Each intersection shall be visited on (1) time per month whereby the CONTRACTOR will visually inspect all traffic signal equipment and components, checking all factors listed in Exhibit "B" as a preventative malfunction action.
 - d. For the CONTRACTOR to be compensated at the rates described in paragraphs a, b, or c above, the CONTRACTOR shall provide at least one qualified employee who shall perform the work together with tools and equipment and one service vehicle.
 - e. In case of the installation of new equipment, the CONTRACTOR, upon the request of the DISTRICT by means of a work order, shall make an inspection of the new equipment at the time of activation to assure the DISTRICT that the new equipment is in proper working order. This service shall be compensated at a rate of \$116/man hour per hour.
 - f. The notice required under this Agreement for emergency maintenance of planned maintenance may be furnished by the DISTRICT by telephoning the CONTRACTOR.

The CONTRACTOR shall have a person or device available at this number twenty-four (24) hours a day to receive telephone messages from the DISTRICT. The DISTRICT may also give notice to the CONTRACTOR by sending a letter by email to the CONTRACTOR. The time period for notice shall begin to run when the DISTRICT places the call or sends the letter by email.

7. Materials and Equipment:

- a. The DISTRICT shall pay to the CONTRACTOR the actual cost of all materials furnished by the CONTRACTOR which are an integral part to the finished work, plus shipping to which 25% shall be added for amounts up to \$500.00, 20% for amounts between \$501.00 and \$2,000.00, and 15% for all amounts equal to, or in excess of \$2,001.00 said amounts to consist of the cost per items or unit which is normally sold or furnished as an integral unit. The DISTRICT, however, reserves the right to purchase material to be held as inventory, by the CONTRACTOR and installed as directed by DISTRICT.
- b. The CONTRACTOR shall be financially responsible for any damage to DISTRICTS materials or equipment arising out of, or due to, the negligence of the CONTRACTOR or his agents and employees.
- c. Any and all parts replaced by the CONTRACTOR shall be maintained and available for DISTRICT'S inspection for a period of at least sixty (60) days.
- d. The CONTRACTOR shall extend to the DISTRICT the same warranty on all materials and equipment furnished under this Agreement which the Manufacturer extends to the CONTRACTOR, or purchases, whichever is greater. The CONTRACTOR shall guarantee its workmanship under this Agreement for a period of one (1) year.

8. Extra Work: It is understood and agreed under this Agreement that the CONTRACTOR shall hold itself ready at all times to perform emergency planned maintenance for the DISTRICT on traffic lights, caution lights, school flasher, and roadway safety lighting. In addition, the DISTRICT shall have the CONTRACTOR perform the installation and construction of new equipment for the DISTRICT under this Agreement for planned maintenance on an hourly basis and shall reimburse the CONTRACTOR for costs for materials and equipment in accordance with paragraph 6.a of this Agreement. If the CONTRACTOR desires to perform any work or project involving new installations or major repairs, the CONTRACTOR shall furnish the DISTRICT a firm price for all the work necessary to perform such major repair or to complete new construction.
9. Time and Charges: If it becomes necessary to install a temporary controller due to damage to a traffic signal which changes the timing or sequence, or any other special feature of a traffic signal, the DISTRICT shall be notified in writing giving the reason for the change, the nature of the change and the approximate date the traffic signal shall be returned to normal service. The DISTRICT shall also be notified in writing within a reasonable time when the original equipment has been repaired and replaced. The DISTRICT must authorize and all timing changes on DISTRICT'S traffic signal.

Whenever the DISTRICT determines a condition that warrants the modification of timing or dial settings on traffic control systems, the DISTRICT shall advise the CONTRACTOR of such changes and the CONTRACTOR shall keep timing and dial setting in accordance with the DISTRICT'S instructions at all times. In the event of an emergency, if the DISTRICT is unavailable, the CONTRACTOR shall make such time changes as are necessary.

10. **CONTRACTOR'S Records:** The CONTRACTOR shall maintain records in accordance with generally accepted accounting practices to documents its costs and expenditures under this Agreement. The CONTRACTOR hereby grants the DISTRICT and its duly authorized representatives permission to audit and review any and all the CONTRACTOR'S records pertaining to the Agreement. The CONTRACTOR shall furnish the DISTRICT all Invoices and statements for which it requests reimbursement.
11. **Method of Payment:** At the completion of all work un Purchase Order Number or Special Work Order Number, the CONTRACTOR shall submit an invoice to the DISTRICT for approval. The invoice shall cite the Purchase Order number and the Work Order Number, the date, time, location, reporting agencies, repairs made, and the itemized costs.
12. **Performance Bond and Labor/material Bond:** If requested by the DISTRICT the CONTRACTOR shall post a labor and material bond in the amount of \$10,000.00 which shall guarantee the payment by the CONTRACTOR of all sums of money due for any labor or materials furnished under this Agreement. If requested by the DISTRICT, the CONTRACTOR shall also furnish a performance bond in the sum of \$10,000.00 which bond shall guarantee the faithful performance of any and all duties under this Agreement. For new construction or other major projects, the DISTRICT may require a bond of greater amount. The DISTRICT shall reimburse CONTRACTOR for costs associated with any additional required bonds in an amount over the initial \$10,000.00 bond.
13. **Insurance:** The CONTRACTOR shall provide and maintain at all times during the term of this Agreement and any renewals, without cost or expense to the DISTRICT, policies of insurance generally known as public liability policies, insuring the CONTRACTOR against any and all claims, demands and causes of action whatsoever for injuries received and damages to property in connection with this Agreement. Said policies of Insurance shall insure the CONTRACTOR in the amount of not less than \$1,000,000.00 per person and in the amount of not less than \$1,000,000.00 to cover any and all claims arising in connection with any particular accident or occurrence, and property damage insurance in the amount of \$1,000,000.00. The CONTRACTOR shall provide and maintain Workers Compensation insurance as required by Florida State Statute 440. The DISTRICT shall be entitled to thirty (30) days' notice of any change or cancellation in said policies. The DISTRICT shall be named as additional insured under any and all

public liability policies. Copies of a Certificate of Insurance shall be provided to the DISTRICT within ten (10) days of the effective date of this Agreement.

14. Final Payment: the DISTRICT shall hold the final payment due the CONTRACTOR until all equipment has been inspected and inventoried with the County furnished under this Agreement. The costs of any equipment unaccounted for, or deficiencies in workmanship during the year, shall be subtracted from the final Agreement payment. A complete inventory, including a list of all field and traffic equipment supplied by the DISTRICT shall be made to the beginning and termination of the Agreement.
15. Independent CONTRACTOR: The CONTRACTOR shall perform the conditions of this Agreement as an independent CONTRACTOR and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall be in any way construed to constitute the CONTRACTOR, or any of its agents or employees as the agent, employee, or representative of the DISTRICT. The CONTRACTOR agrees that they shall be solely responsible to parties with whom they shall deal in carrying out the terms of this Agreement.
16. Indemnification: 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.
17. Termination for Cause: If, through any cause, the CONTRACTOR shall fail to fulfill in a timely manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, the DISTRICT shall have a right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination, specifying the effective date of thereof, at least ten (10) days before the effective date of such termination.
18. Personal Service Contract: This Agreement is not assignable by the CONTRACTOR without the expressed written consent of the DISTRICT.
19. Entire Agreement: It is agreed that either party has made any statement, promise or agreement, nor taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Agreement, or that in any way modifies, carries, alters, enlarges or invalidates any provision hereof.
20. Severability: In the event a Court of Competent Jurisdiction finds any sentence, provision, paragraph, or section of this Agreement null and void, the remaining parts of the Agreement shall continue in full force and effect as though such sentence, provision, paragraph, or section has been omitted from this agreement.

IN WITNESS WHEREOF, said District has caused this contract to be executed in its name by the Chairman of the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said District, and TRAFFIC ENGINEERING AND MANAGEMENT, LLC d/b/a Control Specialists 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 below.

SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Print Name

Print Title

Date

Attest

TRAFFIC ENGINEERING
AND MANAGEMENT, LLC d/b/a
CONTROL SPECIALISTS

By:  _____

W. Bruce O'Donoghue
Print Name

Business Manager
Print Title

April 3, 2017
Date

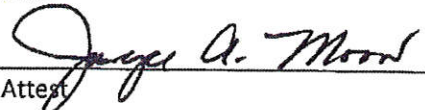
 _____
Attest

Exhibit "A"

The general description of the property upon which the services are to be performed is as follows:

Traffic Signal at the intersection of Colony Blvd. /Multi Modal Trail

EXHIBIT "B"**TRAFFIC SIGNAL INSPECTION FORM**

THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT, TOOLS, MATERIALS, LIFTS AND VEHICLES NECESSARY TO PERFORM THE WORK FOR TRAFFIC SIGNAL MAINTENANCE.

QUALITY PERFORMANCE FIELD REVIEW TRAFFIC SIGNAL INTERSECTION INSPECTION

1. **SIGNAL OPERATION:**
 - a. Observe operation for one complete cycle
2. **INSPECT THE TRAFFIC SIGNAL ASSEMBLY: (look for the following)**
 - a. Bulbs and/or LED degradation
 - b. Broken signal heads, visors, lens
 - c. Broken or loose brackets
 - d. Loose disconnect hanger door
3. **ELECTRIC SERVICE:**
 - a. Conduit riser secure
 - b. Meter/can "safe"
 - c. Secure breaker cover
4. **Poles:**
 - a. Rake appearance
 - b. Any visible breakage within pole
5. **CABINET INTERIOR:**
 - a. Detectors tuned
 - b. Random check conflict monitor
 - c. Observe flash condition, including police door
 - d. Observe controller operation
 - e. Check pre-empt if possible
 - f. Check time clock operation
 - g. Clean cabinet interior
 - h. Check Status of System (online/offline)
 - i. Observed that cameras and cameras system are working
6. **CABINET AND BASE:**
 - a. Secure and weather tight
 - b. Any visible damage to cabinet or base

EXHIBIT "C"
CONTRACTOR HOLIDAYS

PAID HOLIDAY SCHEDULE

1. New Year
2. Memorial Day
3. Independence day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day



AGENDA REQUEST

TO: Project Wide Advisory Committee
FROM: Barbara E. Kays, Budget Director
DATE: 5/1/2017
SUBJECT: **FY17-18 Recommended Budget Packet**

ISSUE: Budget Review: FY17-18 Recommended Budget

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ FY17-18 Recommended Budget Packet	Cover Memo

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
Project Wide
FY 2017-18 Budget

17-18 Object Codes	30-132-50-00-000	2015-16 Actual	2016-17 Original Budget	2016-17 Amended Budget	2016-17 5-Month Actual	2017-18 Requested Budget	2017-18 Rec Budget
	SOURCES						
337400	Transportation	310,808	310,843	310,843	77,702	355,436	355,436
337405	PW SC Rd Agrmt-D5	136,222	136,223	136,223	34,056	136,223	136,223
337406	PW SC Rd Agrmt-D6	42,450	42,451	42,451	10,613	42,451	42,451
337407	PW SC Rd Agrmt-D7	73,608	73,608	73,608	18,402	73,608	73,608
337409	PW SC Rd Agrmt-D9	17,693	17,693	17,693	4,423	32,999	32,999
337410	PW SC Rd Agrmt-D10	22,778	22,810	22,810	5,694	52,097	52,097
337411	PW SC Rd Agrmt-BW	18,057	18,058	18,058	4,514	18,058	18,058
338000	Shared Revenues From Other Loc	10,042,947	10,047,418	10,047,418	4,198,939	10,963,451	10,963,451
338026	Project Wide Fees-Dist #5	1,615,355	1,615,191	1,615,191	672,998	1,668,639	1,668,639
338027	Project Wide Fees-Dist #6	1,792,838	1,792,651	1,792,651	746,942	1,851,725	1,851,725
338028	Project Wide Fees-Dist #7	1,142,077	1,141,963	1,141,963	475,822	1,179,668	1,179,668
338029	Project Wide Fees-Dist #8	1,282,455	1,282,327	1,282,327	534,307	1,325,482	1,325,482
338030	Project Wide Fees-Dist #9	1,435,870	1,434,723	1,434,723	597,803	1,483,355	1,483,355
338031	Proj Wide Fees-Dist #10	1,851,991	1,852,808	1,852,808	772,008	1,914,221	1,914,221
338032	Project Wide Fees Frm LSL	92,248	92,240	92,240	38,438	95,381	95,381
338054	Proj Wide Fees-Dist #11	621,675	621,614	621,614	259,007	642,459	642,459
338094	Proj Wide Fees Frm Brownwood	192,518	192,501	192,501	80,214	198,437	198,437
338095	Refund - General Fund - VCCD	15,920	21,400	21,400	21,400		
338101	Proj Wide Fees-Dist #12					604,084	604,084
341900	Other General Government Chg &	222,685	6,761	6,761	29,663	6,958	6,958
341905	Property Damage Reimbursemen	4,799			650		
341908	Electric Reimbursement	26					
341999	Misc Revenue	217,860	6,761	6,761	29,013	6,958	6,958
361100	Interest	11,788	5,000	5,000	9,054	12,425	12,425
361101	Int Income - CFB				105	175	175
361102	Int Income - Cash Equiv	11,788	5,000	5,000	8,949	12,250	12,250
361300	Net Inc(Dec) Fair Value Invest	118,340			13,475		
361304	FMLVT-Unrealized Gain/Loss	13,577			(2,100)		
361306	FLGIT-Unrealized Gain/Loss	17,877			(1,169)		
361307	LTP Unrealized Gain/Loss	86,886			16,744		
499995	TOTAL REVENUE	10,706,568	10,370,022	10,370,022	4,328,833	11,338,270	11,338,270
669900	Budget Funding Sources		217,000	217,000		355,000	355,000
669901	(Add)/Use-Working Capital		217,000	217,000		355,000	355,000
499998	TOTAL SOURCES	10,706,568	10,587,022	10,587,022	4,328,833	11,693,270	11,693,270

	DISBURSEMENTS						
500310	Professional Services	799,649	939,264	939,264	295,685	933,124	933,124
539311	Management Fees	399,498	422,978	422,978	176,242	465,276	465,276
539312	Engineering Services	126,482	76,000	76,000	24,882	43,200	43,200
514313	Legal Services				1,328		
539318	Technology Services	11,218	13,063	13,063	5,491	13,717	13,717
539319	Other Professional Services	262,451	427,223	427,223	87,742	410,931	410,931
500340	Other Contractual Services	21,672	26,648	26,648	7,260	16,482	16,482
539343	Systems Management Support	21,672	26,648	26,648	7,260	16,482	16,482
500430	Utilities Services	1,110,226	1,128,370	1,128,370	376,746	1,158,894	1,158,894
539431	Electricity	622,390	697,212	697,212	225,278	657,894	657,894
539434	Irrigation Water	476,872	430,158	430,158	148,146	600,000	500,000
539435	Irrigation Phones	10,964	1,000	1,000	3,322	1,000	1,000
500440	Rentals & Leases		1,000	1,000		1,000	1,000
539442	Equipment Rental		1,000	1,000		1,000	1,000
500460	Repairs & Maintenance Services	7,891,681	8,411,686	8,411,686	2,760,535	9,260,346	9,260,346
539461	Equipment Maintenance	50	1,000	1,000		1,600	1,600
539462	Building/Structure Maintenanc	449,692	612,696	612,696	104,808	362,777	362,777
539463	Landscape Maint.- Recurring	4,965,431	4,981,160	4,981,160	1,814,299	5,231,518	5,231,518
539464	Landscape Maint.-Non-Recurri	189,223	280,845	280,845	19,727	450,000	450,000
539468	Irrigation Repair	193,557	110,500	110,500	46,475	160,146	160,146
539469	Other Maintenance	2,093,728	2,425,485	2,425,485	775,226	3,054,305	3,054,305
500470	Printing & Binding	154	500	500	46	500	500
539471	Printing & Binding	154	500	500	46	500	500
500490	Other Current Chg & Obligation	49					
539493	Permits & Licenses	49					
500520	Operating Supplies	2,400	20,800	20,800	16,076	6,300	6,300
539522	Operating Supplies	1,973	6,600	6,600	237	4,500	4,500
539524	Non-Capital FF&E	299	1,800	1,800		1,800	1,800
539525	Non-Capital Hardware/Softwar	128	12,400	12,400	15,839		
500600	Capital Outlay	219,174	58,754	58,754		316,624	316,624
539633	Infrastructure	219,174	58,754	58,754		260,139	260,139
539642	Capital FF&E					56,485	56,485
599999	TOTAL DISBURSEMENTS	10,045,005	10,587,022	10,587,022	3,456,348	11,693,270	11,693,270

The Villages®
Community Development Districts
Property Management

FY 2017-2018

Budget	Project Wide
CostCenter	30132-5000

ObjectCode	Ob Description	Description	2017/2018 Requested	2016/2017 Requested	Increase (Decrease)	Percent
311	Management Fees/Services		465,276	422,978	42,298	10%
311 Total			465,276	422,978	42,298	10%
312	Engineering Services	Engineering		20,500	(20,500)	-100%
		Misc.	10,000	10,000	0	0%
		Tunnel Inspection (2-years)	3,200	15,500	(12,300)	-79%
		Water Resource Management	30,000	30,000	0	0%
312 Total			43,200	76,000	(32,800)	-43%
318	Technology Services	Technology Services	13,717	0	13,717	0%
318 Total			13,717	0	13,717	0%
319	Other Professional Services	Environmental Support Services	143,250	160,090	(16,840)	-11%
		LTIP Fees	4,471	4,471	0	0%
		Maxicom Recurring Charges	242,376	242,376	0	0%
		Maxicom Repairs	12,119	12,119	0	0%
		Mike Pape	7,007	7,007	0	0%
		PFM Fees	1,160	1,160	0	0%
		Additional as needed	548	0	548	0%
319 Total			410,931	427,223	(16,292)	-4%
343	Systems Management Support	Maxicom Radios	16,482	0	16,482	0%
343 Total			16,482	0	16,482	0%
431	Electricity	NEW	338	26,408	(26,071)	-99%
			657,557	670,803	(13,247)	-2%
431 Total			657,894	697,212	(39,318)	-6%
434	Irrigation Water		465,222	430,158	35,063	8%
		Irrigation Estimate	34,778	0	34,778	0%
434 Total			500,000	430,158	69,842	16%
435	Irrigation Phones	To cover unforeseen charges during Maxicom change	1,000	1,000	0	0%
435 Total			1,000	1,000	0	0%
442	Equipment Rental	Misc.	1,000	1,000	0	0%
442 Total			1,000	1,000	0	0%
461	Equipment Maintenance	Equipment Maintenance	1,400	1,000	400	40%
		Fire Extinguishers	200	0	200	0%
461 Total			1,600	1,000	600	60%
462	Building & Infrastructure Maint	Asphalt Repairs	9,816	14,057	(4,241)	-30%
		Audio/Video	2,300	2,100	200	10%
		Building Repairs	5,900	0	5,900	0%
		Curb Repairs	2,500	7,500	(5,000)	-67%
		Deck/Dock Repairs	8,500	8,500	0	0%
		Electrical/Lighting Repairs	8,000	8,100	(100)	-1%
		Fence Painting	32,018	16,408	15,610	95%
		Fence Repairs	6,666	3,764	2,902	77%
		Fountain/Pond Maintenance	7,300	9,100	(1,800)	-20%
		HVAC Repairs/Maintenance	2,200	1,200	1,000	83%
		Interior Light Sweeps	1,000	1,500	(500)	-33%
		Misc.	9,500	6,500	3,000	46%
		Multi Modal Path Repairs	8,576	0	8,576	0%
		Painting	5,300	5,300	0	0%
		Painting Light House		17,000	(17,000)	-100%
		Pest/Termite	750	500	250	50%
		Rejuvenator		221,797	(221,797)	-100%
		Sidewalk/Flatwork Repairs	13,250	12,250	1,000	8%
		Sign Repair - Welcome Sign		9,150	(9,150)	-100%
		Signs	9,000	11,000	(2,000)	-18%
		Storm Drain Repairs	9,000	9,000	0	0%
		Structural Repairs	27,700	13,881	13,819	100%
		Tunnel B10-6218	1,000	1,000	0	0%
		Tunnel B9-5284		80,000	(80,000)	-100%
		Tunnel M6-1080		27,500	(27,500)	-100%
		Tunnel maintenance	31,500	34,000	(2,500)	-7%
		Water Feature Maintenance	73,500	73,500	0	0%
		Windmill	1,200	1,200	0	0%
		OMI - CIP	26,000	6,000	20,000	333%
		OMI - Contract	9,806	9,339	467	5%

The Villages®
Community Development Districts
Property Management

FY 2017-2018

Budget	Project Wide
CostCenter	30132-5000

ObjectCode	Ob Description	Description	2017/2018 Requested	2016/2017 Requested	Increase (Decrease)	Percent
462	Building & Infrastructure	Tunnel Solar Lighting Repairs & Inspections	10,495	10,430	65	1%
		Fence Repair as needed	40,000	0	40,000	0%
462 Total			362,777	621,576	(258,799)	-42%
463	Landscape - Recurring	Landscape - Contract	3,597,587	3,421,628	175,960	5%
		Landscape Estimate	1,109,454	1,007,456	101,998	10%
		Pine straw	524,477	552,076	(27,599)	-5%
463 Total			5,231,518	4,981,160	250,359	5%
464	Landscape - Non-Recurring	Plant Replacements	450,000	280,845	169,155	60%
464 Total			450,000	280,845	169,155	60%
468	Irrigation Repair	Brownwood Project Wide Areas		9,000	(9,000)	-100%
		Irrigation Repairs		3,000	(3,000)	-100%
		Maxicom Repairs		22,500	(22,500)	-100%
		Misc	5,000	0	5,000	0%
		Misc.	155,146	76,000	79,146	104%
468 Total			160,146	110,500	49,646	45%
469	Other Maintenance	Aquatic Weed and Vegetation Control	263,219	263,219	0	0%
		Bee Prevention	4,550	3,300	1,250	38%
		Environmental Support Services	282,500	283,500	(1,000)	0%
		Exterior Light Sweeps	2,400	3,400	(1,000)	-29%
		Floating Vegetation Mats	44,000	40,000	4,000	10%
		Furniture/Bench Repairs	6,150	5,000	1,150	23%
		Hydrilla Treatment	255,261	255,261	0	0%
		Janitorial Services	3,600	3,600	0	0%
		Landscape - Contract	1,037,799	1,027,432	10,367	1%
		Landscape Estimate	135,596	180,696	(45,101)	-25%
		Landscape Lighting	10,692	9,500	1,192	13%
		Misc.	4,000	4,000	0	0%
		Pinestraw - Contract	140,347	141,467	(1,120)	-1%
		Preserve Mowing	93,175	54,924	38,251	70%
		Pressure Washing	81,275	81,275	0	0%
		Tree Maintenance	142,103	68,030	74,073	109%
		Fish	1,000	0	1,000	0%
		Landscape Bee Prevention	800	0	800	0%
		Statue	250	0	250	0%
		Environmental Issues	150,000	0	150,000	0%
		District 12 Basin Landscape	354,387	0	354,387	0%
		D12 - Clarke	33,200	0	33,200	0%
		D12 - Misc.	8,000	0	8,000	0%
469 Total			3,054,305	2,424,605	629,700	26%
471	Printing & Binding	Misc.	500	500	0	0%
471 Total			500	500	0	0%
522	Operating Supplies	Misc.	4,500	6,600	(2,100)	-32%
522 Total			4,500	6,600	(2,100)	-32%
524	Non-Capital FF&E	Benches	1,000	1,000	0	0%
		Water Fountains	800	800	0	0%
524 Total			1,800	1,800	0	0%
525	Non-Capital Hardware/Software	900 MHZ Radio Upgrade		12,400	(12,400)	-100%
525 Total				12,400	(12,400)	-100%
633	Infrastructure	Fence Replacement	168,472	0	168,472	0%
		Mill/Overlay	74,175	58,754	15,421	26%
		Maxicom Conversion	17,492	0	17,492	0%
633 Total			260,139	58,754	201,385	343%
642	Capital FF&E	OMI - CIP	56,485	0	56,485	0%
642 Total			56,485	0	56,485	0%
Grand Total			11,693,270	10,555,310	1,137,960	11%

Project Wide Account Descriptions

311- Management Fees

District's allocated portion of General Government expenses. Includes 10% increase as placeholder until the cost allocation process is completed.

312- Engineering Services

Tunnel & Lighthouse Inspections
Water resource coordination/management
Miscellaneous Engineering Services as needed

318- Technology Services

District's allocated portion of General Government IT expenses. 5% increase as placeholder.

319- Other Professional Services

Breedlove, Dennis, & Associates - Management of all protected wildlife in District Preserves.
PFM, US Bank & LTIP- Costs for investment management services.
Irrigation systems monitoring & repairs

343- Systems Management Support

Portion of costs for providing District email accounts and related online security to SLCDD District Supervisors
Network costs for the irrigation systems monitoring program

431- Electricity

Electric costs for entry sign lighting, water features, street lighting and irrigation controllers.

434- Irrigation Water

Irrigation costs for common areas maintained by Project Wide

435- Irrigation Phones

Charges for phone system that controls irrigation

442- Equipment Rental

Rental of equipment such as directional signs and pumps for moving water from flooded areas.

461- Equipment Maintenance

Miscellaneous maintenance costs as needed

462- Building/Structure Maintenance

Asphalt, Sidewalk, & Curb repairs
Speaker Repairs
Building & Sign repairs
Deck/Dock repairs
Electrical/Lighting
Entry wall repairs & painting
Fence & Handrail painting/repairs
Fountain/Pond maintenance
HVAC repairs & maintenance
Windmill maintenance
Pool control/Water feature maintenance
Solar Lighting repairs & inspections
Storm drain repairs
Pest Control
Pump Maintenance
Tunnel maintenance
Erosion Control
Multi-modal Path repairs
Rejuvenator: Laurel Manor Dr.

463- Landscape Maintenance Recurring

Landscape & Landscape contracts for mowing common areas; keeping
all areas weed free, fertilized and irrigated; 4 Annual change-outs per year.
Pine straw - Change-out twice per year

Project Wide Account Descriptions

464- Landscape Maintenance Non-Recurring

Plant replacement as needed

468- Irrigation Repair

Repairs on sprinkler heads, nozzles, and broken pipes

469- Other Maintenance

Aquatic weed control

Basin maintenance - Landscape and Pine straw contracts

Bee Prevention

Environmental issues & support services

Fence & Tunnel washing, cleaning

Floating vegetation mats

Furniture/Bench repairs

Landscape lighting

Janitorial services

Preserve mowing

Pressure washing

Hydrilla Treatment

Tree maintenance, moss spraying

471- Printing & Binding

Printing and binding

522- Operating Supplies

Miscellaneous supplies such as stop stickers, nuts & bolts, etc.

524- Non-Capital FF&E

Benches, Water Fountains

633- Capital Infrastructure

Fence Replacement

Maxicom conversion

Mill & Overlay - Stillwater Multi-modal Trail

642- Capital FF& E

Flood control pump

**FY 2016-17
PROJECT WIDE
CAPITAL PROJECTS**

PROJECT WIDE CAPITAL PROJECTS					
Account	Location	Description	Requested	Recommended	Funding Source
633	North Side Eagle Preserve	Fence Replacement	\$ 13,844	\$ 13,844	Working Capital
633	West Side Eagle Preserve	Fence Replacement	\$ 47,671	\$ 47,671	Working Capital
633	BVB W ROW-Unit 96 Sunset Pte to Eagle Preserve	Fence Replacement	\$ 18,936	\$ 18,936	Working Capital
633	East Side Eagle Preserve - Unit 96	Fence Replacement	\$ 34,736	\$ 34,736	Working Capital
633	South side of Stillwater - Units 106 & 108	Fence Replacement	\$ 21,705	\$ 21,705	Working Capital
633	Morse Blvd ROW - back of Units 108-110	Fence Replacement	\$ 31,580	\$ 31,580	Working Capital
633	Rainey Trail & Unit 172 Buffer	Maxicom Conversion	\$ 17,492	\$ 17,492	Working Capital
633	Colony Boulevard	Mill & Overlay	\$ 74,175	\$ 74,175	Working Capital
	Total - 539633		\$ 260,139	\$ 260,139	
642	LSL Flood Control Pump	Replace Pump	\$ 56,485	\$ 56,485	Working Capital
	Total - 539642		\$ 56,485	\$ 56,485	
Total Project Wide Capital Projects			\$ 316,624	\$ 316,624	

PROJECT WIDE - WORKING CAPITAL AND RESERVE BALANCES

	2015-16 Actual (Per FY15-16 Audit)	2016-17 Amended Budget	2017-18 Requested Budget	2017-18 Recommd. Budget
Working Capital				
Beginning Balance		4,395,058	4,236,812	4,236,812
Deposits		10,370,022	11,338,270	11,338,270
Expenditures		10,528,268	11,693,270	11,693,270
Ending Balance	4,395,058	4,236,812	3,881,812	3,881,812

***Unrealized gain of \$315,378.41 is not included in FY16-17 beginning balance

RESERVES

	2015-16 Actual (Per FY15-16 Audit)	2016-17 Amended Budget	2017-18 Requested Budget	2017-18 Recommd. Budget
General R&R				
Beginning Balance		2,112,220	2,112,220	2,112,220
Deposits				
Expenditures				
Ending Balance	2,112,220	2,112,220	2,112,220	2,112,220

FY16-17 Operating Budget	10,528,268
3 Months	2,632,067
4 Months	3,509,423

**PROJECT WIDE FUND
ALLOCATION SCHEDULE
FY2017-18 FINAL BUDGET**

Allocation Formulas												Allocated Costs																			
	LAKE SUMTER LANDING	Brownwood	DISTRICT # 5	DISTRICT # 6	DISTRICT # 7	DISTRICT # 8	DISTRICT # 9	DISTRICT # 10	DISTRICT #11	DISTRICT #12		LAKE SUMTER LANDING	Brownwood	DISTRICT # 5	DISTRICT # 6	DISTRICT # 7	DISTRICT # 8	DISTRICT # 9	DISTRICT # 10	DISTRICT #11	DISTRICT #12										
Project Wide Revenues																															
Sumter Landing	\$	95,381										95,381																			
Brownwood		198,437										\$	198,437																		
District 5		1,668,639												1,668,639																	
District 6		1,851,725													1,851,725																
District 7		1,179,668														1,179,668															
District 8		1,325,482															1,325,482														
District 9		1,483,355																1,483,355													
District 10		1,914,221																	1,914,221												
District 11		642,459																		642,459											
District 12		604,084																			604,084										
Interest Income		12,425																													
Misc. Revenues																															
District 7 Grant Appurtenant Easement		2,626																													
District 9 Grant Appurtenant Easement		3,152																													
Laurel Manor POA - Signage & Landscape Maint Agreement		1,180																													
Sumter County ROW		355,436																													
General Fund Refund																															
Working Capital Usage		355,000																													
Total Revenues	\$	11,693,270										\$	95,381	\$	198,437	\$	1,668,639	\$	1,851,725	\$	1,179,668	\$	1,325,482	\$	1,483,355	\$	1,914,221	\$	642,459	\$	604,084
Project Wide Expenses																															
Management Fees	\$	465,276	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	4,048	8,421	70,815	78,585	50,064	56,252	62,952	81,237	27,265	25,637									
Engineering Services		43,200	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	376	782	6,575	7,296	4,648	5,223	5,845	7,543	2,532	2,380									
Technology Services		13,717	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	119	248	2,088	2,317	1,476	1,658	1,856	2,395	804	756									
Other Professional Svs.		410,931	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	3,575	7,438	62,544	69,406	44,216	49,682	55,599	71,749	24,081	22,642									
Systems Management Support		16,482	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	143	298	2,509	2,784	1,773	1,993	2,230	2,878	966	908									
Utilities (Electric, Irrigation water/phones)		1,158,894	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	10,082	20,976	176,384	195,737	124,697	140,110	156,798	202,343	67,911	63,855									
Equipment Rental		1,000	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	9	18	152	169	108	121	135	175	59	55									
Equipment Maintenance		1,600	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	14	29	244	270	172	193	216	279	94	88									
Building/Infrastructure Maintenance		362,777	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	3,156	6,566	55,215	61,273	39,035	43,860	49,084	63,341	21,259	19,989									
Landscape Maintenance - Recurring		5,231,518	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	45,514	94,690	796,237	883,603	562,911	632,491	707,824	913,423	306,567	288,257									
Landscape Maintenance - Non-Recurring		450,000	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	3,915	8,145	68,490	76,005	48,420	54,405	60,885	78,570	26,370	24,795									
Irrigation Repair		160,146	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	1,393	2,899	24,374	27,049	17,232	19,362	21,668	27,961	9,385	8,824									
Other Misc Maintenance		3,054,305	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	26,572	55,283	464,865	515,872	328,643	369,265	413,247	533,282	178,982	168,292									
Printing & Binding/Misc Current Charges		500	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	4	9	76	84	54	60	68	87	29	28									
Operating Supplies		4,500	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	39	81	685	760	484	544	609	786	264	248									
Non-Capital FF&E		1,800	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	16	33	274	304	194	218	244	314	105	99									
Non-Capital Hardware/Software			0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	-	-	-	-	-	-	-	-	-	-									
Capital		316,624	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	2,755	5,731	48,190	53,478	34,069	38,280	42,839	55,283	18,554	17,446									
Total Expenditures	\$	11,693,270	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	101,730	\$	211,647	\$	1,779,717	\$	1,974,992	\$	1,258,196	\$	1,413,717	\$	1,582,099	\$	2,041,646	\$	685,227	\$	644,299
LESS: Interest Income.		11,693,270																													
LESS: Dist 7 Grant Appurtenant Easement		12,425	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	108	225	1,890	2,099	1,336	1,502	1,681	2,169	728	685									
LESS: Dist 7 Grant Appurtenant Easement		2,626	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	23	48	400	444	283	317	355	458	154	145									
LESS: Dist 9 Grant Appurtenant Easement		3,152	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	27	57	480	532	339	381	426	550	185	174									
LESS: LM POA - Signage & Landscape Maint Agreement		1,180	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	10	21	180	199	127	143	160	206	69	65									
LESS: Sumter County ROW		355,436	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	3,092	6,433	54,097	60,033	38,245	42,972	48,090	62,059	20,829	19,585									
LESS: General Fund Refund		-	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	-	-	-	-	-	-	-	-	-	-									
LESS: Working Capital Usage		355,000	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%	3,089	6,426	54,031	59,960	38,198	42,920	48,032	61,983	20,803	19,561									
Total Allocation	\$	10,963,451											\$95,381	\$198,437	\$1,668,639	\$1,851,725	\$1,179,668	\$1,325,482	\$1,483,355	\$1,914,221	\$642,459	\$604,084									

Acreages:

Assessable Acres	8,526.53	74.45	154.54	1,297.59	1,440.31	917.72	1,030.35	1,153.14	1,489.04	499.27	470.12
Percentages	100.00%	0.87%	1.81%	15.22%	16.89%	10.76%	12.09%	13.53%	17.46%	5.86%	5.51%
	LSL	Brownwood	5	6	7	8	9	10	11	12	



AGENDA REQUEST

TO: Project Wide Advisory Committee

FROM: Janet Y. Tutt, District Manager

DATE: 5/1/2017

SUBJECT: **Discussion Item: Amendment to Resolution Establishing the Project Wide Advisory Committee**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ Amended Resolution Establishing PWAC	Cover Memo

**AGENDA REQUEST**

TO: Project Wide Advisory Committee
FROM: Janet Y. Tutt, District Manager
DATE: 4/3/2017
SUBJECT: Amendment to Resolution Establishing the Project Wide Advisory Committee

ISSUE: Review and discussion regarding the amendment to the Resolution establishing the Project Wide Advisory Committee providing for additional duties.

ANALYSIS/INFORMATION:

As the Project Wide Advisory Committee is aware, the purchase agreement entered into with The Villages of Lake-Sumter, Inc. included the following condition:

Both purchaser and seller believe that input by the residents on the operation and activities of the Transferred Facility will be beneficial for the community. The Purchaser and Seller agree to work cooperatively to develop such a committee comprised of residents within the Sumter Landing Service area before Closing.

Prior to closing, both the Seller and Sumter Landing Community Development District (SLCDD) agreed to move forward with the expansion of the Project Wide Advisory Committee's (PWAC) responsibilities to meet the intent of the Purchase Agreement's condition of sale.

While the purchase was completed November 15, 2016, it has taken longer than anticipated and a substantial amount of work on the part of many staff members to incorporate the operations, funding and personnel. I would like to acknowledge the extra work performed by all the District departments who did not miss a beat taking on the additional responsibility while not negatively impacting other responsibilities. The work spanned from Risk Management issues to Budgets to Finance to Property Management and everything in between.

We anticipate taking the amended budget to Sumter Landing Community Development District in April. Once the initial budget, which incorporates the dollars/expenses/revenues from the purchase, is incorporated into the SLCDD budget through an amendment, it will be appropriate to begin the process of incorporating the PWAC into the decision making pertaining to policies, procedures and expenditures.

For your review and input, a proposed Resolution to amend the current Resolution which originally established the PWAC is being provided to you.

The timing for the SLCDD to review and approve an amended Resolution is dependent on your review of the Resolution and a decision as to whether you direct staff to have the Resolution also reviewed by each of your Districts.

The PWAC has proven itself and has been successful in its policy development and management and budgeting of the Project Wide Funds. This success is evident in the trust and support of all actions of the PWAC by the SLCDD Supervisors.

While I believe the amended Resolution is self-explanatory, should you have questions or wish to individually further discuss prior to your meeting, please contact me.

STAFF RECOMMENDATION: Staff recommends the PWAC review for discussion.

MOTION:**ATTACHMENTS:**

	Description	Type
□	PWAC Resolution	Cover Memo

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE SUMTER LANDING COMMUNITY DEVELOPMENT
DISTRICT, FLORIDA; PROVIDING FOR ADDITIONAL
PURPOSE AND FUNCTIONS OF THE PROJECT WIDE
ADVISORY COMMITTEE; PROVIDING FOR AN
ADDITIONAL PROJECT WIDE ADVISORY COMMITTEE
MEMBER; PROVIDING FOR COMPLIANCE WITH
APPLICABLE LAWS; PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the Sumter Landing Community Development District ("SLCDD") and Village Community Development Districts Numbers 5, 6, 7, 8, 9, and 10 have entered into a Second Amended and Restated Interlocal Governmental Agreement For Maintenance of Project Wide Improvements on May 1, 2010, which the Brownwood Community Development District became a party to via Joinder and Consent executed on September 20, 2012, and Village Community Development District 11 became a party through a Joinder and Consent Agreement on March 11, 2015, to provide funding and maintenance for certain defined common areas as provided for in Exhibit "A" of the Interlocal Agreement of general benefit to all resident and users of said common areas ("Project Wide Improvements"); and

WHEREAS, the Interlocal Agreement provides that SLCDD shall coordinate and supervise the maintenance of the Project Wide Improvements; and

WHEREAS, an advisory committee can provide an important communication link between governmental agencies, the public and the Sumter Landing Community Development District Board of Supervisors ("Board") and can lead to improved service and decision making; and

WHEREAS, the Board established a Project Wide Advisory Committee ("PWAC") to provide input, explore issues and provide advice and recommendations to Board on issues related to its aforementioned contractual obligations set forth in the Interlocal Agreement; and

WHEREAS, the Board now wishes the PWAC to provide input, explore issues and provide advice and recommendations to Board on issues related to Amenity fees to include but are not limited to policies, procedures, and budgets; and

WHEREAS, the Board now wishes to include Village Community Development District 11 as a member of the PWAC; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the Sumter Landing Community Development District, Florida:

1. Purpose of the PWAC:

The purpose of the PWAC as provided for in Resolution 13-05 is now expanded to provide input, explore issues and provide advice and recommendations to the Board on issues related to the SLCDD owned Amenity Facilities.

2. The PWAC shall have the following additional powers, duties and responsibilities:

- a. Establishing the Sumter Landing Amenity Division budget and determining expenditures of all non-bond and Villages Public Safety Department required Amenity Funds, review budget to actual statements and review and recommend all capital expenditures through the budget process or outside the budget process as the need develops.
- b. Approve solicitation of and then review and recommend contract renewals and bid and proposal awards to the Board.
- c. Explore significant and important issues as they arise, develop a plan of action and take the necessary steps to address them.
- d. Rate setting of Amenity Facility user fees to the extent permissible under the Declaration of Restrictions.
- e. Operational control over Amenity Facilities and services but may not interfere with the day-to-day operation of the Amenity Facilities.
- f. Establishing from time-to-time a maximum Amenity Fee for the SLCDD owned Amenity Fees such that increases in Amenity Fees whether by Consumer Price Index, resale of a home or otherwise will not result in an Amenity Fee owned by the SLCDD having to pay in excess of such maximum amount.
- g. To appoint advisory, administrative or operation subcommittees and to work cooperatively with the Village Center Community Development District Amenity Authority Committee in the exercise and performance of the duties provided for under this Resolution to guarantee policies and procedures are consistent.
- h. To do all acts and things necessary or convenient for the conduct of its business in order to carry out the duties provided in the Resolution.
- i. Perform any other duties as assigned by the SLCDD pertaining to the budgeting of the Amenity funds and operations of the Amenity Facilities.

3. Implementation of PWAC Decisions:

Since the PWAC is a committee of SLCDD and not a separate legal entity, at the SLCDD meeting following each PWAC meeting, SLCDD's intent is to enact, adopt or put into place those rules, policies, procedures and other actions of the PWAC within the scope of powers and limitations set forth in this Resolution and to approve and enter into those contracts and disburse those funds necessary and proper to implement the actions of the PWAC. Should the SLCDD not agree with the PWAC recommendations and if a delay will not adversely affect the Amenity Fund or operations, a joint meeting shall be scheduled between SLCDD and PWAC to discuss the Amenity recommendation prior to final action of the SLCDD.

4. Limitations on PWAC Actions:

- a. All actions of the PWAC shall comply with the terms, provisions, covenants, representations, and warranties described in the Bond Documents. In no event shall a PWAC action cause a violation of the terms, provisions or covenants of the Bond Documents or cause any representation or warranty described in the Bond Documents to become untrue.
- b. All actions of the PWAC shall be subject and in compliance with the terms and provisions of the various Declarations of Restrictions which provide for the Amenity Fee each resident in the SLCDD service territory is obligated to pay.
- c. All actions of PWAC shall be subject to and in compliance with local, state and federal law and regulations including, but not limited to Florida Statutes.
- d. In no event shall an act of the PWAC result in reduction in services provided in exchange for the Amenity Fee.
- e. In no event shall the PWAC exercise any powers over fire services, or funds related to fire services, or setting or allocating management fees charged by Village Center Community Development District or any other facility or activity unrelated to the operation of Amenity Facilities or Amenity Fees.
- f. To continue to provide a seamless community, all policies, procedures, fees and services relating to Amenity Fees and Amenity Services provided to residents by The Village Center Community Development District and SLCDD shall be identical. It is understood that the Amenity Fee rate applicable throughout the SLCDD Service Territory varies and nothing contained herein shall be construed to mandate a uniform Amenity Fee.

- g. In no event shall any action by PWAC result in residents of The Villages outside the SLCDD Service Territory being treated differently than residents within the SLCDD Service Territory.

5. Expansion of PWAC Members:

The PWAC, established under Resolution 13-05, consisted of up to seven (7) members. Each of the Village Community Development Districts (CDDs) Number 5 through 10 and the Brownwood Community Development District were requested to provide a Supervisor from that District to serve on the PWAC. Each of the CDDs participating on the PWAC were also requested to appoint an alternate member to serve and attend meetings when that District's Supervisor member cannot attend a meeting. Since Resolution 13-05 was established, Village Community Development District (CDD) 11 has been established. The PWAC is now expanded to up to (8) members to request and allow a representative from CDD11 to be added to the Committee.

6. There is no obligation on the CDDs to provide a Supervisor to serve on the PWAC.

7. Compliance with Applicable Laws:

- a. The PWAC activities shall be consistent with federal and state laws and regulations.
- b. All meetings of the PWAC shall be open to the public and subject to the applicable provisions of the Florida open meetings ("Sunshine") laws, Section 286.011, Florida Statutes.
- c. The records of the PWAC shall also be subject to the applicable provisions of the Florida Public Records Law, Chapter 119, Florida Statutes.

8. Duties of the District Manager of the Sumter Landing Community Development District or designee for the PWAC:

- a. To administer the activities of the PWAC in accordance with the policies of the Board and this Resolution.
- b. To provide periodic written reports to the Board on the activities of the PWAC.
- c. To provide any additional technical or administrative support as deemed appropriate by the District Manager.

9. Effective Date. This Resolution shall take effect immediately upon adoption by the board of Supervisors, Sumter Landing Community Development District.

DONE and **RESOLVED** at The Villages, Florida this ____ day of _____ 2017.

ATTEST

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

Janet Y. Tutt, Secretary

Michael Berning, Chairman



AGENDA REQUEST

TO: Project Wide Advisory Committee

FROM: District Staff

DATE: 5/1/2017

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

ISSUE: Status update to be provided.

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:



AGENDA REQUEST

TO: Project Wide Advisory Committee

FROM: District Staff

DATE: 5/1/2017

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

ISSUE: Jeff Pardue of Breedlove, Dennis & Associates is developing the Management Plan to be submitted to Southwest Florida Water Management District which will be presented to the Committee at the June 5, 2017 meeting.

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:



AGENDA REQUEST

TO: Project Wide Advisory Committee

FROM:

DATE: 5/1/2017

SUBJECT: Vice Chairman Ruggeri: PWAC Consideration to have a Wayfinding Signage Study completed

ISSUE: This item has been included on the agenda at the request of the Village Community Development District No. 7 Board.

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION: