



**UNIVERSITY PLACE
COMMUNITY DEVELOPMENT
DISTRICT**

**MANATEE COUNTY
REGULAR BOARD MEETING
NOVEMBER 27, 2023
4:30 P.M.**

Special District Services, Inc.
27499 Riverview Center Boulevard, #253
Bonita Springs, FL 33134

www.universityplacecdd.org

561.630.4922 Telephone

877.SDS.4922 Toll Free

561.630.4923 Facsimile

AGENDA
UNIVERSITY PLACE
COMMUNITY DEVELOPMENT DISTRICT
Hampton Inn Suites – Sarasota/Lakewood Ranch
8565 Cooper Creek Boulevard
Sarasota, Florida 34201
REGULAR BOARD MEETING
November 27, 2023
4:30 P.M.

- A. Call to Order
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- D. Additions or Deletions to Agenda
- E. Public Comments
- F. Approval of Minutes
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- G. Old Business
 - 1. Update on Gates and Securitas
 - 2. Status on Irrigation Pump Stations, Well Pumps and Main Line, Pump Replacement
 - 3. Update on Mainline Connectors
 - 4. Update on Meeting Street Turn Around
 - 5. Update on Cooper Creek Median
- H. New Business
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 - 2. Discussion Regarding Gorilla Kleen
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- I. Administrative Matters
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- J. Board Members Comments
- K. Adjourn

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PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Laura Archer
University Place Comm & Dev District c/o Special District Srv, Inc.
2501 Burns RD # A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Herald-Tribune, published in Sarasota County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Sarasota County, Florida, or in a newspaper by print in the issues of, on:

09/15/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/15/2023

Legal Clerk

Notary, State of WI, County of Brown

3/17/27

My commission expires

Publication Cost: \$214.50

Order No: 9268686

Customer No: 892694

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KAITLYN FELTY
Notary Public
State of Wisconsin

UNIVERSITY PLACE
COMMUNITY DEVELOPMENT
DISTRICT
REVISED FISCAL YEAR 2022/2023
and FISCAL YEAR 2023/2024
REGULAR MEETING
SCHEDULES

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the University Place Community Development District will hold Regular Meetings In Hampton Inn Suites-Sarasota/Lakewood Ranch located at 8565 Cooper Creek Boulevard, Sarasota, Florida 34201 at 4:30 p.m. on the following dates:

- September 27, 2023
- October 23, 2023
- November 27, 2023
- January 22, 2024
- February 26, 2024
- March 25, 2024
- April 22, 2024
- June 24, 2024
- July 22, 2024
- August 26, 2024
- September 23, 2024

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

UNIVERSITY PLACE COMMUNITY DEVELOPMENT DISTRICT
www.universityplacecdd.org
Pub: Sept 15, 2023; #9268686

**UNIVERSITY PLACE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 23, 2023**

A. CALL TO ORDER

The October 23, 2023, Regular Board Meeting of the University Place Community Development District (the “District”) was called to order at 4:32 p.m. at the Hampton Inn & Suites located at 8565 Cooper Creek Boulevard, Sarasota, Florida 34201.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Sarasota Herald-Tribune* on September 29, 2023, as part of the District’s Fiscal Year 2023/2024 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance:

Chairperson	Tamara Cashi	Present
Vice Chairman	William Poole	Present
Supervisor	Sarah Kupiec	Present
Supervisor	David Meyers	Present
Supervisor	Denise Broyhill	Present

Staff in attendance included the following:

District Manager	Michelle Krizen	Special District Services, Inc.
District Engineer	Robert Dvorak	BDI Engineering

Also present were those indicated on the attendance sign-in sheet.

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

E. PUBLIC COMMENT

Armand Houze requested an update on some landscape issues. He also expressed his desire to not have a wall built.

Several other residents asked questions or stated opinions regarding a wall.

F. APPROVAL OF MINUTES

1. September 27, 2023, Regular Board Meeting

The minutes of the September 27, 2023, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. Poole, seconded by Ms. Cash and passed unanimously approving the minutes of the September 27, 2023, Regular Board Meeting, as presented.

2. October 11, 2023, Workshop Meeting

The minutes of the October 11, 2023, Workshop were presented for consideration.

Under Armand Houze's comments it should read "Honore Gate" not "Honore bate".

Under the section regarding David Meyers: "pump s" should read as "pumps".

A **motion** was made by Ms. Broyhill, seconded by Ms. Cash and passed unanimously approving the minutes of the October 11, 2023, Workshop, as amended.

G. OLD BUSINESS

1. Update on Gates and Securitas

An email went out to residents today with information for training and logging into the system. The iron swing gates will soon be controlled individually. The app will have the option to notify you via text or email when an approved visitor goes through the gate.

2. Status of Irrigation Pump Stations, Well Pumps and Main Line Pump Replacement

All 9 pumps are currently running, there has only been 1 outage in the past month at Pump Station 5. The new pump for Pump Station 1 is scheduled for an early December install. There will be a crew out prior to salvaging any parts from the pump that can be reused. A concrete pad installation is required prior to the installation of the new pump station. In order to create a good base for the concrete pad, some roots will need to be removed.

A **motion** was made by Ms. Cash, seconded by Ms. Kupiec and passed unanimously authorizing a not to exceed amount of \$700 to TLC to prepare the area for a concrete pad by removing the roots.

A **motion** was made by Ms. Kupiec, seconded by Ms. Broyhill and passed unanimously authorizing Freedom Fence to repair the small swing gate in the amount of \$404.49.

3. Update on Mainline Connectors

The connector has been located. The connection is currently a 2" pipe and would need to be a 4" pipe in order to have the correct flow to irrigate. There is a unknown distance between the connection and the T with the reducer.

4. Update on Meeting Street Turn Around

The work is currently underway; two weeks ago the first side was poured. The second side is deeper and requires a pump for completion. There are a few oak trees that will need to be cut so that the area can be used as intended. Ms. Kupiec will meet with TLC to coordinate. The District Engineer will be doing a walk through before the District makes final payment.

5. Update on Cooper Creek Median

TLC has followed up with a letter stating that TLC explained to PCL there would be damages and PLC would be responsible for them. Ms. Krizen will share the pictures and letter from TLC with PCL and try to coordinate an agreement. Mr. Meyers has been working on an “economy plan” that would rework the existing irrigation to cover the area. This is currently at a cost of \$585.93 and would have additional fees. The Board reached consensus to not authorize any spending, since the responsibility lies with PLC.

The TLC contracts for irrigation and landscaping are scheduled to be renewed annually. This will be due in November. There is currently a clause regarding work not specified in the contract but is necessary. Mr. Meyers would like that statement to be updated to require the Board liaison and District Manager be notified when work is needed. There was also discussion regarding the contract length, updating annually versus extending it a few years. A consensus of the Board was reached to present the extended length of the contract and adding the direction for TLC to contact the District Manager and Board liaison to District Counsel to be considered in the contract updates.

H. NEW BUSINESS

1. Consider Resolution No. 2023-14 - Adopting a Fiscal Year 2022/2023 Amended Budget

Resolution No. 2023-14 was presented, entitled:

RESOLUTION NO. 2023-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY PLACE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2022/2023 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Ms. Broyhill, seconded by Ms. Cashi and passed unanimously adopting Resolution No. 2023-14, as presented.

2. Workshop Items, as Required

Ms. Kupiec discussed the ditch at Planters Knoll. Mr. Dvorak has indicated that this was an HOA issue. Ms. Cashi will advise the HOA to seek resolution. Mr. Romanoff said a study had been done by Jack Nolton with American Engineering confirming this.

Ms. Cashi discussed the Noise Committee Meeting and the berm on 75. There will be an updated noise study in 2028.

The wall survey was discussed. It is a simple two question survey that will be sent out by the HOA through Survey Monkey. For residents that do not use email, surveys will be made available at the pool. Some residents discussed the possibility of using the tubes. Unfortunately there was no one available to distribute the surveys. Surveys will be due November 3.

I. ADMINISTRATIVE MATTERS

1. Financials

The financials were presented by Ms. Krizen. There were no questions from the Board Members.

The next meeting is scheduled for November 27, 2023.

2. Legal Report

There was no Legal Report at this time.

3. Engineer's Report

Mr. Dvorak had nothing further to report but was available for questions.

J. BOARD MEMBER COMMENTS

There were no comments from the Board Members.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Kupiec, seconded by Mr. Poole and passed unanimously adjourning the meeting at 5:57 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

3 supervisors present: Bill Poole, David Meyers, Denise Broyhill

Ed and Lorraine Allen (residents across the street from Meeting St turn around) said that an unqualified/unlicensed contractor moved their Backflow and the county meter without permission. They're now being told it won't be fixed until the 20th of this month, and the county gave them a deadline until the 27th to get it fixed properly. Denise felt this was too close to the deadline, in case something isn't right. The residents said without water, they would have to move out and charge hotel expense to the CDD. There are at least 70 approved backflow contractors listed with Manatee County, and we should be able to find someone to correct this sooner. A few residents mentioned using Casey's who has a very fast response time (this is the backflow contractor Denise is familiar with also and they are usually priced well under the others.) How's It Flowing is another one used commonly in the neighborhood. Also regarding that same resident, their landscaping was torn up and will need to be replaced.

Denise reported on the wall survey - approximately 8%-9% of residents approved the wall construction. She suggested we drop the idea as it isn't supported by the neighborhood. The survey yielded that 35% of the neighborhood support planting clusia along the fences, and another approximately up to another 15% would support it based on comments on the surveys, if they had pricing provided. Denise said that Tami suggested since it wasn't in the budget for this year, that we look at it again in the spring or summer possibly as part of the budget for the following year. David mentioned that the viburnum would brow better if they had water and annual fertilization. Denise felt that clusia would still be a good option because they don't need either water or fertilization.

Bill gave updates on the Securitas installation. There have been alot of questions and issues getting the most recent decals to work. The HOA/Sunstate are saying that they can't keep up with the workload this is generating. Denise offered to help input the data and get everyone working until it levels off.

Bill updated that the visitor arm will be down (operational) starting on Monday the 13th. There is still a part needed for the barrier swing gates. For now, when issuing key fobs, the HOA will have to ask if the residents wants access to both the pools and gates.

David showed a rusted electrical outlet box that he thinks could fail in bad weather situations. Bill said Securitas said it would be resolved with an outdoor outlet cover. Bill will follow up with Securitas about a possible replacement box.

A resident asked if we could get a phone number that Securitas calls out on so they could add it to phone contacts and it wouldn't come through as an unknown number. Bill is asking about that.

David updated on pumps - there was an outage on pump station 4. The cost of a controller is about \$100. Pump Station 3 was oscillating, and the fix for that is about \$500. There is still the irrigation issue along Cooper Creek median strip. The meeting with PCL is next week. The total for repairing the damage is \$1,003.39. The pump for the station next to the Charleston pool is scheduled to be delivered early December.

Regarding tree trimming, the old (expired) contract with TLC does cover trimming the trees. Do we need to sign a new contract with them so we can get this completed? David has addenda he wants added to that contract and suggested making it 3 years.

Regarding the plant baskets - David mentioned that we can't control the irrigation adequately and feels it is a losing battle to continue to irrigate them. He mentioned planting the plants in the ground. Even with volunteers, it is not working. The cost would be enormous to put sensors in the baskets to water them how they need to be watered and with the basket lining and contents.

**FIRST ADDENDUM TO THE IRRIGATION MAINTENANCE SERVICES
AGREEMENT FOR UNIVERSITY PLACE COMMUNITY DEVELOPMENT**

THIS FIRST ADDENDUM TO THE IRRIGATION MAINTENANCE SERVICES AGREEMENT BY AND BETWEEN UNIVERSITY PLACE COMMUNITY DEVELOPMENT DISTRICT AND TOTAL LANDSCAPE CARE, INC., (the "Addendum"), is made and entered into effective as of the ___ day of _____, 2023 by and between the UNIVERSITY PLACE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, with an address of c/o Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District") and TOTAL LANDSCAPE CARE, INC., with an address of 6751 26th Court East, Sarasota, Florida 34243 (the "Contractor").

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing, or reconstructing, enlarging, or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District is responsible for the irrigation maintenance for certain areas within and around the District; and

WHEREAS, the District and the Contractor entered into an Irrigation Maintenance Services Agreement on or about November 1, 2021 ("Irrigation Agreement"), incorporated by reference herein; and

WHEREAS, the parties now desire to amend the Irrigation Agreement language in Article III to extend the contract term; and

WHEREAS, the parties further wish to amend the Irrigation Agreement to change the language in Article II, Section 1; and

WHEREAS, the District and the Contractor each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of the parties hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

1. The Irrigation Agreement is hereby revised in Article III to confirm and extend the original term of agreement. The original term of one (1) year unless terminated earlier as provided for in the Irrigation Agreement and extended for one (1) year terms is amended to a three (3) year term to begin with the execution of this Addendum, such that the termination date (unless extended) is October 31, 2024. The parties, by signature below acknowledge continuous operation of

the Irrigation Agreement as amended and waive any arguments of any lapse in the Irrigation Agreement terms.

2. Article II, Section 1 of the Irrigation Agreement is amended to read, “Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract. Contractor will notify the District’s board liaison and the District’s management prior to work commencing. Contractor will contact the liaison and District management of the work performed in emergency situations as time permits.”

3. In the event of conflict between the provisions of this Addendum and the Irrigation Agreement, the provisions of this Addendum shall control. Except as previously and hereby modified by the parties, the terms, and conditions of the Irrigation Agreement are ratified, and confirmed. Contractor, to the extent such documentation has not already been provided, shall provide updated insurance certificates for all insurance required by the Irrigation Agreement. The validity, interpretation, and enforcement of this Addendum and of the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have made and executed this Addendum as of the day and year last written below.

Total Landscape Care, Inc.

**University Place Community
Development District**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**FIRST ADDENDUM TO THE LANDSCAPE MAINTENANCE SERVICES
AGREEMENT FOR UNIVERSITY PLACE COMMUNITY DEVELOPMENT**

THIS FIRST ADDENDUM TO THE LANDSCAPE MAINTENANCE SERVICES AGREEMENT BY AND BETWEEN UNIVERSITY PLACE COMMUNITY DEVELOPMENT DISTRICT AND TOTAL LANDSCAPE CARE, INC., (the "Addendum"), is made and entered into effective as of the ___ day of _____, 2023 by and between the UNIVERSITY PLACE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, with an address of c/o Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District") and TOTAL LANDSCAPE CARE, INC., with an address of 6751 26th Court East, Sarasota, Florida 34243 (the "Contractor").

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing, or reconstructing, enlarging, or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District is responsible for the landscape maintenance for certain areas within and around the District; and

WHEREAS, the District and the Contractor entered into a Landscape Maintenance Services Agreement on or about November 1, 2021 ("Landscape Agreement"), incorporated by reference herein; and

WHEREAS, the parties now desire to amend the Landscape Agreement language in Article III to extend the contract term; and

WHEREAS, the parties further wish to amend the Landscape Agreement to change the language in Article II, Section 1; and

WHEREAS, the District and the Contractor each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of the parties hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

1. The Landscape Agreement is hereby revised in Article III to confirm and extend the original term of agreement. The original term of one (1) year unless terminated earlier as provided for in the Landscape Agreement and extended for one (1) year terms is amended to a three (3) year term to begin with the execution of this Addendum, such that the termination date (unless extended) is October 31, 2024. The parties, by signature below acknowledge continuous operation of

the Landscape Agreement as amended and waive any arguments of any lapse in the Landscape Agreement terms.

2. Article II, Section 1 of the Landscape Agreement is amended to read, "Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract. Contractor will notify the District's board liaison and the District's management prior to work commencing. Contractor will contact the liaison and District management of the work performed in emergency situations as time permits."

3. In the event of conflict between the provisions of this Addendum and the Landscape Agreement, the provisions of this Addendum shall control. Except as previously and hereby modified by the parties, the terms and conditions of the Landscape Agreement are ratified and confirmed. Contractor, to the extent such documentation has not already been provided, shall provide updated insurance certificates for all insurance required by the Landscape Agreement. The validity, interpretation, and enforcement of this Addendum and of the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have made and executed this Addendum as of the day and year last written below.

Total Landscape Care, Inc.

**University Place Community
Development District**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____